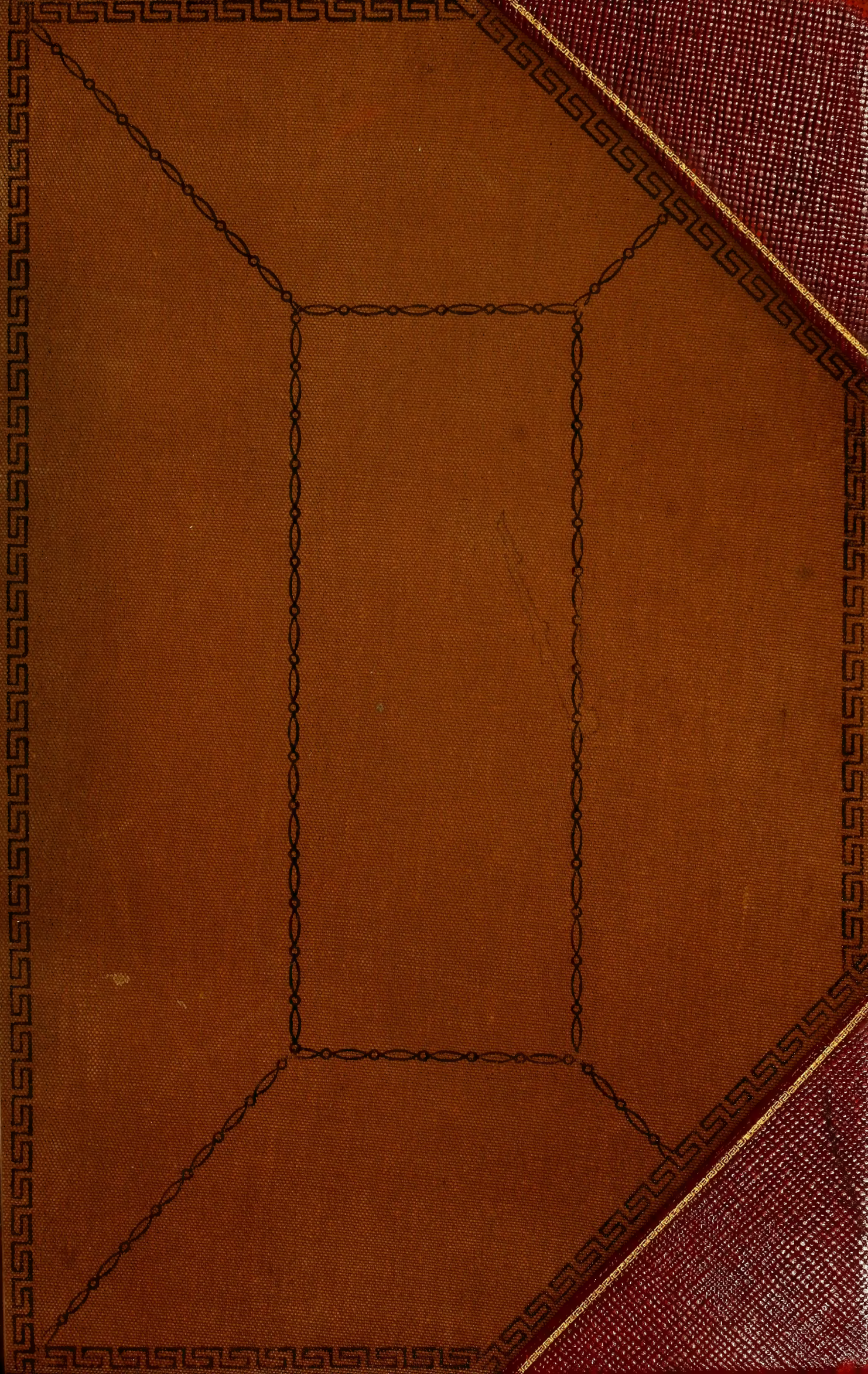

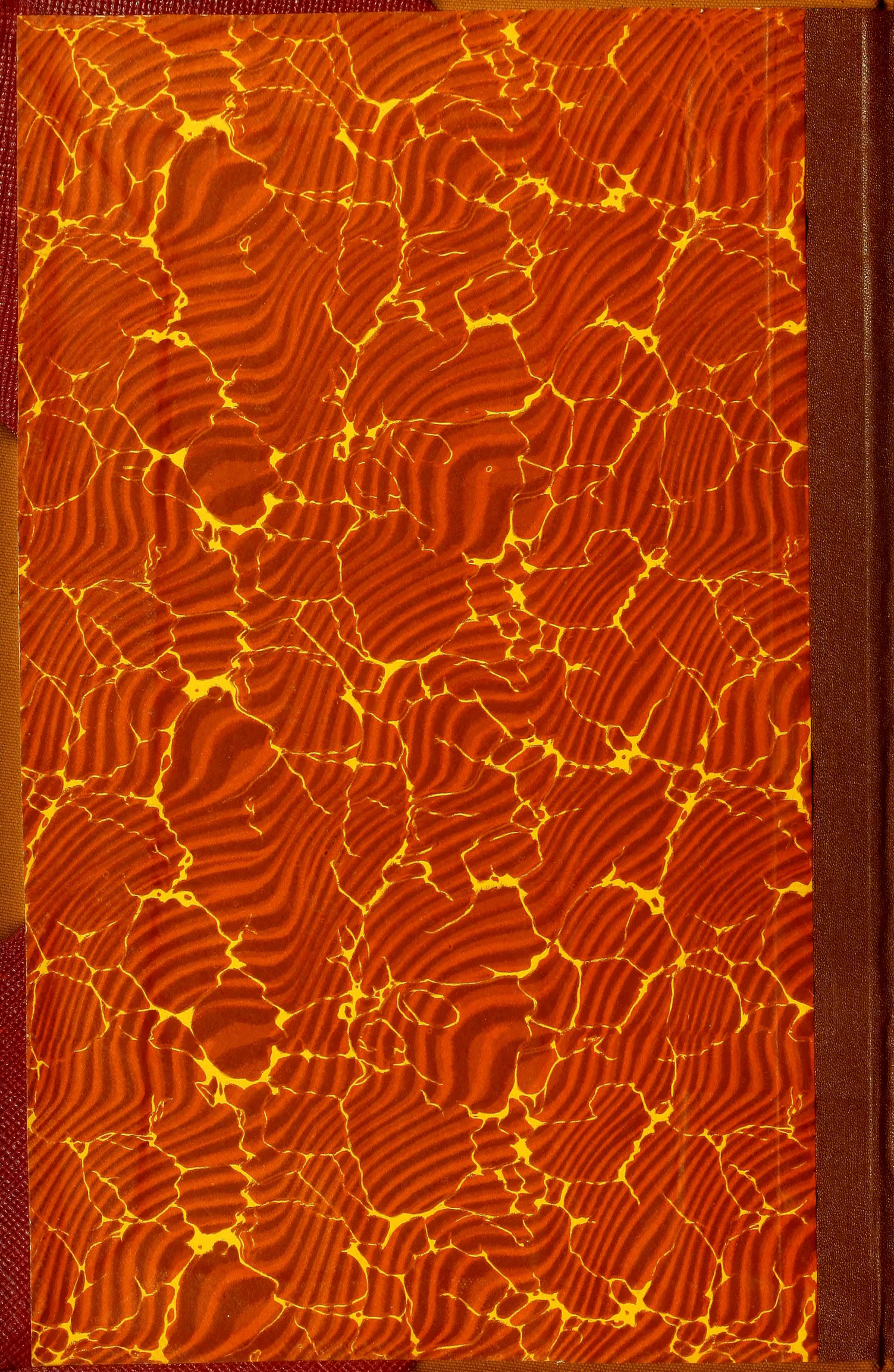

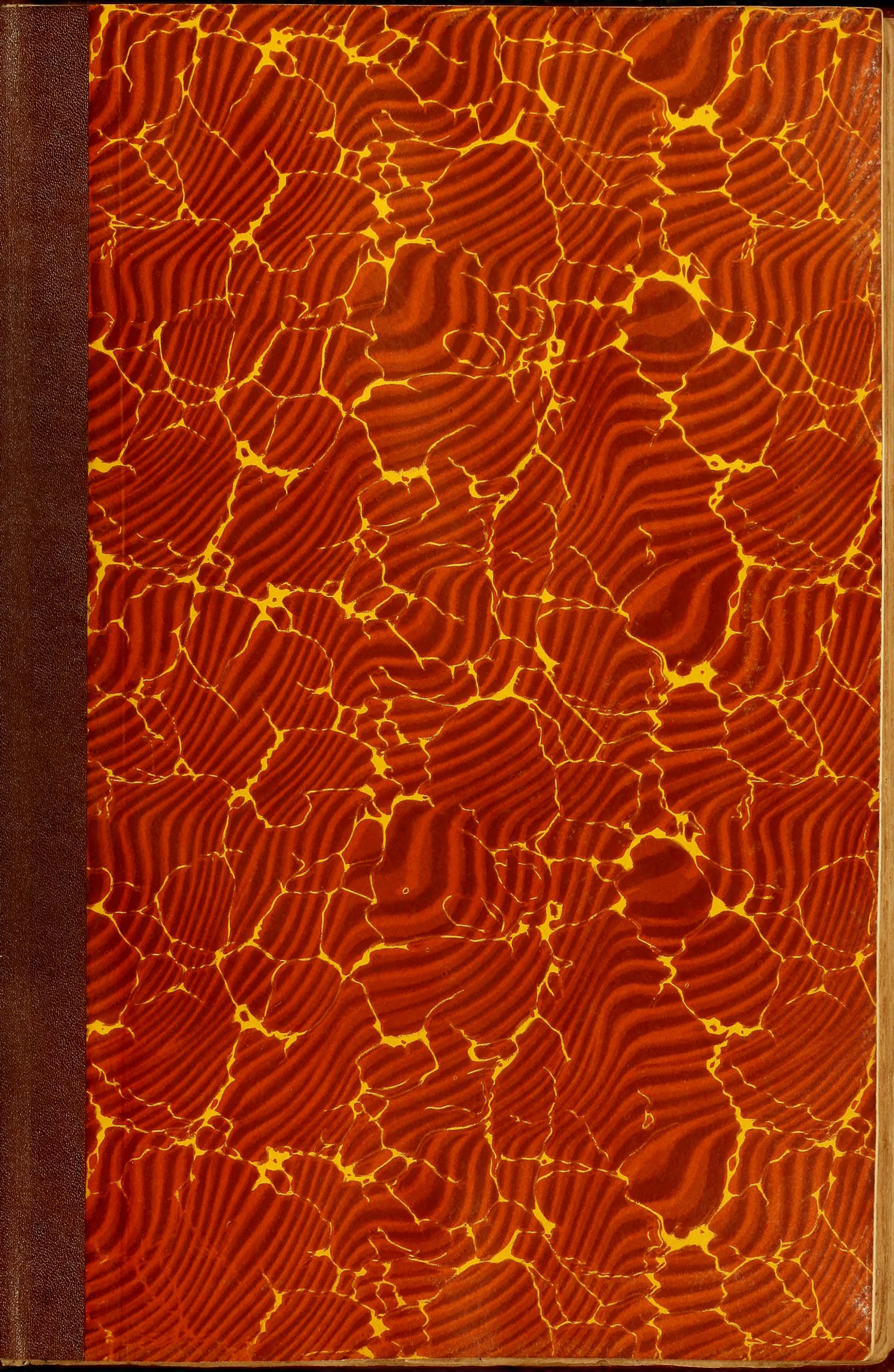

A Booke of Records of the Acts of the County Courts holden at Springfeild & Northampton in the County of Hampshire

Records of the Acts of the County Courts holden in the County of Hampshire

At a County Courte holden at Springfeild Septeber. 25th. Anno Domini. 1677.

For the holding of this Court there were present,

The worshipful Major John Pynchon one of the honored Assistants of this Colony.

Leivt: Willia Clarke
Leivt Willia Allice
Mr Peter Tilton
} Associates

And the Jurors were.

John Holyoke.
Jonathan Burt
Samuel Bal
Timothy Baker
Joseph Parsons
Thomas Strong
Timothy Nash
Wm Ingersol.
Wm Sacket:
Edward Foster
Jedidiah Dewey
Nathaneel Fool

Anthony Dorchester of springfeild for non-appearance at Court to attend as a Jury man (being chosen) was adjudged by the Court to pay as a fine to the County six shilling and eight pence

John Clary of Hatfeild in Hampshire Plaintiff Contra Benjamin Willington of Watertown in the County of middlesex Defendant in an action of the Case for unjustly & fraudulently taking away, from the place where he was within the bounds of Watertown, the said John Clary his horse, & for his disposing of the said Horse, without leave or liberty from the said Clary, refusing to make any Return of the said horse to the said Owner, though demanded by the said Owner so to do; Debt & Damage to the value of ten pounds

In the Action between John Clary Plaintiffe & Benjamin Willington Defendant, the Testimonys & evidences in the case being produced & read in Court & delivered to the Jury, they brought in their verdict, that they find for the Plaintiffe six pounds ten shillings, & Costs of Court which were as per bill on file allowed in Court one pound two shilling & six pence.

The last will & Testament of William Hannum of Northampton with the Inventory of his Estate was Exhibi=ted.

2) ted to this Court by his Son John Hannum, & It was adjudged to be an imperfect Will in some respects, yet allowing it as far as it tracks; This Court granted to the said Jn° Hannum power of administration upon the whole Estate, & to pay out Legacys according to the said Wil: The Inventory above mentioned, he made Oath to in Court.

James Carver of Hatfield being bound over to this Court, And whereas there appears Several Testimonys of his heinous Swearing, & like of his Lascivious wanton carriages with women, This Court considering of how heinous a nature such things are (& especially in this day of Calamity) have adjudged the said Carver for his swearing as aforesaid to pay as a fine to the County twenty shillings, & for his Lascivious Carriages forty shillings, to be paid forthwith to ye County Treasurer, or in want thereof to be wel whipt on his naked body wth ten stripes wel laid on, & to Discharge ye Costs of Court, as likewise Charges of imprisonment, Witnesses, or otherwise.

This Court ordered Leiut: William Clarke Com^ttissioner to administer the Oath to Samuel Bartlet of Northampton for the discharge of ye office of a Constable —

Whereas Lydia Morgan of Springfield being p^resented to the Court, March: 7th 1677. by ye Grand jury men for her Committing of fornication, & havering a child before marriage with any person, the Court havering considered the Case & considering the heinousness of such wickedness, have adjudged the said Lydia Morgan, either to pay as a fine to the County four pounds forthwith, or give in good Security for the same, Or in want thereof to be wel whipt with twelves Laskis on the naked body wel laid on: Her Jn° Kirce engaged to the County Treasurer for the payment of the fine of four pounds.

Mr John Holyoke of Springfield being allowed by ye Gen^ll Court to ye freedom of this Com^mmonwealth as p^r Certificate tooke his Oath in Court accordingly.

This Court considering the remotenes of the places one fro ye other where the County Courts are kept, & the trouble & the hazzard in Carrying & Conveighing the records from place to place, besides the inconveniencys & charge [redacted] to the people in going for to search any Records as occasion may be, Do therefore Judge meet to have there may be double records for the greater Security, for which end it is Concluded to have two Clerkes or Recorders for this County Samuel P^atrigg being already stated, he is henceforward to attend at Northampton Courts, & to keep & record all matters that respect ye part of the County thereabouts; And this Court doth now appoint Mr John Holyoke also as Clerke of the Courts, who is to attend at Springfield Courts, & is also to record Deeds for lands &c: — & what soever respects this part of the County hereabouts, Each Clerke to attend ye respective Courts in their Several stations: & some short time after the end of every Court, as soon as they have fairly recorded ye acts of the Court out of their Day book or wast booke, wch they are speedyly to do, then to transmit the Day books to the other Clerke, who is likewise to record at faire in his booke, & then returne ye Day books or wast books, & this Each of them to attend fro time to time —

Whereas the Constable of Westfield ~~[illegible]~~ was p^resented to the Court at Northampton March: 7th 1677. for his neglect of providing weights & measures according to Law for standards for ye Towne, & ye Constable Judidiah Dewey appearing in Court & Pleading his Ignorance of the Law, likewise affirming that there were weights now provided, upon which Relation of the said Constable, ye Court Court Discharged the said Constable —

Whereas the Town of Westfield were p^resented for the want of a pair of stockes according to Law, & it being affirmed in Court by Jn° Ingersol & Jn° Sacket that they had now provided a pair according to Law, the Court did therefore discharge the said Town of Westfield —

Whereas mrs Atherton moved to this Court by Lieut Allice, yt in respect of ye troublesom=
nes of the times, being incapacitated to come to this Court, having the Inventory of her Husbands
Estate readie, it was respited to ye next Court, power of Administration being granted by this Court
to mrs Atherton upon the Estate of her said Husband Mr Hope Atherton Deceased.

Samuel Northam & John Pary engaged to pay the fine of three pounds amerced upon James
Carrus should be by them, or any one of them paid upon demand to the County Treasurer —
Joseph Cowfoot of Springfield was allowed & appointed to ye office of a prison keeper and
master of the house of Correction.

There being presented to this Court an Inventory of the Estate of Griffith Jones of Spring=
field, who died Intestate, to which Inventory Samuel Jones made oath, before the worshipful
Major Pynchon, which is on file with the Records of this Court, & power of Administration
on the Estate of Griffith Jones deceased is by this Court granted to Samuel Jones & Ebenezer
Jones Sons to the deceased.

Whereas Jno Matthews of Springfield being presented to this Court for his great offence in
drinking to Drunkennes, & for that he being often found faulty upon that Account, &
having been brought before the Court on the same account Twice before & fined
likewise according to Law, This Court adjudged the said Jno Matthews for his
offence to pay as a fine to the County thirty shillings.

Whereas by the providence of God, the Clerk of the writs for Hatfield (viz: Isaac
Graves) was slaine by the Indians This Court have allowed & appointed John Allice of
Hatfield to officiate in the office of a Clerke of the writs for that Towne —

Samuel Ely of Springfield was licensed to keep an house of Entertainmt for Strang=
ers for the yeer ensuing, provided he keep good rule & order in his house:

Mary Downing of Hatfield being formerly, viz: at the Court of Northampton March 27th
1677. for her Lascivious & Lewd Comitting of fornication, adjudged to be whipt, & it falling
out that the Execution was not then performed on her, Upon the earnest desire of
Jones of her freinds, for the taking of that way of punishment, & to amerce or fine her;
This Court have left the bylynes to some more convenient tyme to be issued, either by the
aforesaid punishment or by fine: Upon further Consideration the Court do release her whip=
ping, upon payment of a fine of five pounds to the County Treasurer:

Joseph Harman exhibited to this Court the last will & Testament of Samuel Harman
of Springfield Deceased, to which Elizabeth Dorchester & Mary Dorchester made oath,
likewise he presented an Inventory of his Estate, to which he made oath, that it was a
true Inventory, & it is on file, the Estate being left to be disposed according to the will of the
deceased.

The last County Court having respited the Settlement of mrs Holyoke's rights, either as to
the thirds of Capt Elizur Holyokes Estate, or to the fifty pounds (she Challenged) formerly
ordered her, not then meddling wth or settling the thirds to her, giving her liberty to speake,
& now she speaking with the Cato, & upo all that can be said, it not appearing what right mrs Holy=
oke hath to the fifty pounds, unless it were a dowry & in lieu of her thirds, The Court do order Mr
Holyoke the thirds of mr Holyokes Lands & houses, letting at liberty the fifty pounds, unlos
she will take it for her thirds, or in part thereof, except she can make it appear that
she was to have the fifty pounds over & above her thirds, which do not appear to the Court, & at
present, the Court doth thus leave it, loping that mrs Holyoke & her Sons will come to an
agreement about it

Whereas there being proclamation made at the last Court at Northampton March 27th
1677, respecting the Estate of Joshua Carter late of Deerfield deceased, that all such persons that had any debts
or debts due from the Estate, should bring them in; & likewise there being several debts al=
ready brought in, this Court in Consideration of the thing have appointed Lieut. Willm Clarke
& Lieut Willm Allice & Mr Dan Lomery or any two of them to be Comissioners to take
in, & view all debts as aforesaid due from the said Estate, & such as they find true & just to allow,
who are likewise hereby ordered to make a division of the said Estate, as it arises by o-

ventory, viz, to each Creditor their proportions due to them from the Estate, that are made appear so to be, & to make a true returne hereof to the Court, of what is done in it:

Goodman Lanchlot Granger of Westfield was pⁿtented to this Court for the neglect of learning his Children to reade, & ordered to be warned to the next County Court to answer it accordingly:

At the Countie Court holden at Northampton: March. 26.th — 1678:

Where were then pⁿsent for the holding of this Court:
The Worshipful Major John Pynchon.
One of the honoured Assistants of this Colony.

Leiut Willm Clarke
mr Peter Tilton.
Leiut Willm Allice.
} Associates.

The Jurors were

Phillip Smith, foreman.
Quartrm Colton
Ensigne Jn Lyman.
Tho: Root.
Isaac Shelding
John Stebbein.
Samuel Porter
Samull Belding
Georg Phelps.
Tho: Mitrick
Thomas Noble
Joseph Parsons Junr.

Enos Kinsley plantiffe Contra John Langhton of Farmington (Executor to the Estate of George Langhton deceased) Defendant, in an action of the Case for neglecting or refusing to pay deliver or set out onto ye persons Concerned, ye ful & just rights Priviledges or Dues belonging to Ruth Hawes, alias Haynes Daughter to ye widow Haynes, wife to Georg Langhton aforesaid deceased; which rights Priviledges or Dues were due to the said Ruth Haynes alias Hawes from the Estate of her father Edmund Haynes Deceased, which Estate the said George Langhton was possessed of by his Marriage with the Widow Haynes, which Rights Priviledges & Dues are to the value of twenty pounds with Due Damages.

In the Action Depending in Court between Enos Kinsley Attorney to Obadiah Hawes, which Hawes was Administrator to the Estate of Eleazer Hawes) plantiffe, and John Langhton (Executor to the Estate of George Langhton deceased) Defendant, the Testimonys & Evidences in ye Case being produced & delivered to the Jury, they brought in their Verdict, that they find for the plantiffe five pounds in Land, & costs of Court to viz. one pound, six shillings & six pence, as p Bill allowed in Courte

John Parsons of Northampton plantiffe Contra Samuel Bartlet of Northampto Defend: in an action of the Case for a slander & defamation done him in his Name to the Damage of fifty pounds; this Action was withdrawn, John Parsons discharging ten shillings for Entry thereof:

Mr George Keith merchant plantiffe Contra Edward Church Defendant in an action of the Case, for detaining a just Debt due from the said Church by booke to ye said Keith for merchandize delivered by the said Keith to his servant

Thomas Beamon at his order: The Debt due is two pounds sixteen shillings with al just Damages according to Attachment.

In the Action depending in Court between mr Georg Keith Plantiffe and Edward Church Defendant, the Testimonys & Evidences in the Case being produced & read in Court, were transferred to the Jury, who brought in their verdict that they find for the defendant Costs of Courte

Nathanel Byfel of Winzor Plantiffe Contra John Artsol the late of Southfeild Dutchman Defendt in an action of the Case, for non-payment of money due to him by booke & Damages to the value of sixteen pounds.

In the Action depending in Court between Capt Daniel Clark Attorney for Nathanel Byfel Plantiffe, & John Artsol Defendant, ye testimonys & Evidences in the Case, being produced & read in Court, as by the papers on file, and transferred to the Jury, they brought in their verdict that they find for the Defendant Costs of Court.

John White Senr (of Hartford in the Colony of Connecticot administrator to ye Estate of Stephen Taylor deceased) Plantiffe Contra Samuel Partrigg of Hadley Defendant, In an action of the Case for unjust Detaining a Certain Mansion with the house lot formerly in the tenure of the said Taylor, & by the Court disposed as Security for the heires portion to a surrender of the said house & land wth just Damages —

In the Action Depending in Court between mr John White Senr Administrator to the Estate of Stephen Taylor Deceased, & Samuel Partrigg Defendant, the Testimonys & evidences in the Case being produced & read in Court, were transferred to the Jury, who brought in their verdict, that they find for the Plantiffe the Tenement he hath sues for now in the Tenure of Samuel Partrigg & Costs of Court, as Bill allowed viz: one pound twelve shillings 1. 12. 00.

At the opening of the votes in Hampshire for Choice of County Treasurer, the Choice fel upon the worshipful Major John Pynchon, attested by the Comissioners chosen for that purpose:

John Williams his fine that was imposed upon him for Resisting the Comissary of Westfeild was abated to twenty shillings, It being forty shillings at the first

This Court allowed Josiah Dewey to be a Sealer of weights & measures for the Town of Westfeild, & did desire the worshipful Major Pynchon to give him oath to him for the Discharge of his trust, which was done accordingly he afterward appearing in Court

John Feild tooke his oath in Court for the Discharge of the office of a Constable for the Town of Hatfeild

Also Joseph Harman who was Chosen Constable for the New Town viz: Southfeild or Suffeild is allowed of, & the Court ordered his oath to be given him by the worshipful Major Pynchon

Anthony Austine was Presented to, & so allowed of by this Court to be a Clerk of the Writs for the New Town: videl. Suffeild

Whereas Miles Morgan of Springfeild stood bound for his Daughter Lydia her appearance at a former Court, for ye act of her misdemeanor) & she not appearing at the Court she was appointed to, He thereupon forfited his bond; But this Court considering that afterwards at another Court since that time, she appeared, to wit, at a Court at Springfeild Septembr 26th 1677: and having received punishment by fine; This Court therefore Saw Cause on the foresaid accounts to discharge the said Miles Morgan of the payment of the said forfeited bond of twenty pounds.

Sarah Billing the Relict of Samuel Billing deceased (who died Intestate) presented to this Court the Inventory of the Estate of the said Samuel Billing, to which she made Oath that It is a true Inventory, & It's on file wth ye Records of this Courte, & power of Administration is by this Court granted onto Sarah Billing the Relict. —

Whereas Sarah Billing Relict of Samuel Billing presented to this Court an Inventory of her said Husbands Estate, & desires this Court make a settlement of the said Estate by Distribution of it to her Selfe & Children; this Court taking it into Consideration, have Judged it meet to allow to ye widow or Relict aforesaid al the moveables to be her own proper Right, & the vse of the whole Estate both houses & lands til the Children come to be of age, the houses & Lands to be secured for ye Children till that time, & when they come to be of age then she to have her thirds out of the lands & houses for the ful terme of her life, & the rest to be to the Children according to law.

Mrs Sarah Atherton the Relict of Mr Hope Atherton of Hatfeild deceased presented to this Court an Inventory of the Estate of her late deceased Husband who died Intestate which Inventory is on file with the Records of this Court & power of Administration is as it was at the last Court Sept: 26: 1677. granted to ye said Mrs Sarah Atherton.

Further Mrs Sarah Atherton desiring that something might be by this Court considered of, & Concluded & allowed as a settlement of the said Estate: this Court having considered the thing, have appointed to the widow viz. Mrs Sarah Atherton the one halfe of the homelot, & al the movable Estate to be at her own disposal to her own proper Right, & the Rest of the lands to be Secured for the Children while they come to be of age according to law, and the whole Estate to be at the widows Disposal for her own maintenance, & the bringing up of the Children til they come to be of age, the Children being young.

Mary Graves the Relict of Serjt Isaac Graves Senr of Hatfeild deceased presented to this Court an Inventory of the Estate of her husband late deceased, who died intestate, to which she made oath, & is on file with the Records of this Court: & power of Administration is by this Court granted unto Mary the Relict, & to her Son Samuel Graves son to the deceased Isaac Graves senior as aforesaid.

Deliverance Atchison ye Relict of John Atchison of Hatfeild deceased presented to this Court an Inventory of the Estate of her said Husband, who died Intestate, to which she made oath, & It is on file with the Records of this Court; & power of administration is by this Court granted to ye said Relict, & as to ye settlement of the said Estate It being very small, It is left to ye widow for her maintenance, & bringing up her Children, which, as it affirmed, are small & young.

Whereas at the Countie Court Jan: 10th 1676, — something was done for the settlement of the Estate of John Dickenson Senr, of Hadley deceased, in which settlement there was an allowance as Portions to Elizabeth Dickenson & Jonathan Dickenson Children of ye said Dickenson deceased; viz: to Elizabeth Dickenson forty three pounds, and to Jonatha. Dickenson aforesaid fifty five pounds, which Legatees aforesaid died before ye receiving of any part of their said portions; & the Question being proposed to this Court by ye Administrator to ye Estate of ye said Dickenson Senior deceased; what may be accounted & concluded of as Legal Just & equal as to a distribution of ye said Deceased Legatees Portions (undivided:) This Court therefore have Considered & Concluded that ye said John Dickenson (Brother to the Legatees deceased) shal have (as his share & part of the said Portions) the Sum of twenty pounds & Hannah Gemmings the Eldest child of the said Legatees to the said John Dickenson Senior his Estate, & ye now is in Captivity, whom this Court Reckoning to be in more necessity of Relief upon that account, doe therefore Judge meet to allow her out of the foresaid Estate; eighteen pounds; & to the rest of the Children an equal Division of ten pounds a peice; To Sarah Dickenson ten pounds, To Rebeca Dickenson ten pounds, To Abigail Dickenson ten pounds, To Mercy Dickenson ten pounds, To Meheitabel Dickenson ten pounds, & To Mary Northam ten pounds: All which they are to receive out of the said Elizabeth Dickenson deceased her share their parts, so far as it Reaches to every one proportional parts, as they come to be of age; And soe likewise, as to the said Jonatha Dickenson his share, which is to be divided among ye viz. ye Legatees Only as to his share if the Administratrix see Cause, she may keep it in her hands til the said Jonathan Deceased would have been of age, if he had lived, & then to pay it according to the abovesaid ord of Division, & to the abovesaid persons, both which

portions & parts amounting to ninty & eight pounds, The first part of which the Legatees receive in Elizabeth's portion, & then the Rest of their Complements to be made up out of Jonathan's share, when they come to receive it

Thomas Stratton Servant to Timothy Baker of Northampton being pſented by the Grand jury for making & publishing a lye, In saying and affirming he saw Indians, & smelt Indians, & there by disturbing the people of the Town, & it proving to be false & a lye, & he acknowledging the same in open Court, as also there being several testifying in Court, that he is much given to lying, Though upo the Consideration it being affirmed that his Master hath given him Correction for the aforesaid miscarriages; This Court do therefore shew their due sense against ye such sins & miscarriages, and have admonished him thoroughly concerning the busines, & have left it as a tryal of him how he will carry himselfe hereafter, & thereupon he was discharged at present.

John Cooles of Hatfeild Presenting a bill of Charges expended in the Apprehending & Securing James Carver, who was bound over to Springfeild Court Sept. 26th. 1677: & tho then it was neglected, being pſented to the Court & allowed, yet This Court finding the said Account to be just, have allowed it, & is as followeth:

Imp: for Dieting him eleven weeks — ...	2.	4.	0
for Serveing four Warrants at the Expenses of a day & Halfe. — —	0.	3.	0.
for hire of two Men to watch him — ...	0.	2.	0.
for two men to going to Springfeild with him —	0.	6.	0.
for hire of four horses: — — — ...	0.	8.	0
Suma.	£3	3	0

Which account was Confirmed & allowed by this Courte —

James Carver being Presented by the Grandjury to this Court for lying, & there appearing in the Court Sufficient Testimony of the same, This Court Considering the Case have adjudged the said Carver to pay as a fine to the County ten shillings forthwith, & in failure of payment as aforesaid to sit in the stocks two houres in some Publike place —

The said Carver accepted the punishmt by way of fine & made payt. —

Whereas Samuel Bartlet of Northampton was pſented to this Court for spreading a report respecting a sick Indian, & appearing in Court & being Examined, & he finding his authors for the story, & it being followed from one to another, at last it fel upon William Miller Senior of Northampton, who said he had it reported to him fro one Crooke of Naubuke near about Wethersfield in Connecticot Collony & the said Samuel Bartlet was discharged, And the said Miller, if he can is to find out the truth by the next County Court, or otherwise pay as a fine ten shillings to the County. —

Edward Scott, & Willm Rooker being bound over to this Court on Suspicion of stealing of Meal from Samll Partrigg, the Case being Examined in Court, & Testimonys & Evidences brought in in the Case, & it plainly appearing that the meale, yt was found upon Search in Edward Scotts & Wm Rookers house by the Constable of Hadley, was Samuel Partrigg his meal, This Court have adjudged that the said Edward Scott & Wm Rooker shal pay trebble the value of the said Meal, that was found in their house, & in one of their barrels, viz: two bushels & an halfe & halfe a peck; & halfe a peck she owned to the Constable she tooke out, just before he seized it, & al just Charges about it in Court, as bill allowed in Court, thirteen shillings.

Whereas John Evens & Mary Evens were bound over to this Court for their Committing the sin of Fornication, which they owned in Court, & it being a matter heinous & shamful at any time, especially in such a day of Calamity as this is; This Court therefore to shew their due sence against such sins have adjudged the said John

Evens to be well whipt with twenty Lashes severally laid on upon the naked body & his wife Mary Evens to be likewise whipt wth 10 Lashes on the naked body well laid on, & they to discharg al Costs & Charges that the Constables have expended upon the apprehending & securing the said Persons —— which is forthwith to be paid, or by him to be secured by the Constable of Hatfeild, till the Money be paid, which was accordingly executed upon the man & the woman afterwards in Hatfeild. ——

William Armes & Joanna Armes being presented to this Court, for comitting of fornication, which the said Armes owned in Court, & it being found as an Heinous, foe, a growing spreding sinn amongst us to the great dishonour of God, & shame to his people, especially in such a day of Calamity as this is, & so this Court considering the offence have adjudged that the said Armes shal be well whipt wth 18 stripes well laid on upon the naked body forthwith, And Joanna his wife well whipt wth twelve Lashes on the naked body severly laid on, & in as much as she is not in capacity now to receive her punishment, This Court have ordered the said Joanna Armes to be whipt as afore said at Hatfield ~~as afore said~~ in some open place, when she is in capacity to receive punishment, And Leiut. Allice is to see Execution done accordingly, & the said Armes is ordered to bear & pay ye Charges of his & her imprisonment & securement which the Constable of Hatfield is to secure from him

Gershom Hawkes stephen Belding William Armes being bound over to this Court for their being Examined some of them at Hatfeild, by the Select men there, & one of them by the Comissioners of Hadley, & found guilty of breaking into William Kings Cellar of Hatfeild, & there being very vitious, many ways. viz^m playing at Cards, & other foule and shamful abuses of the Cellar, & imployments of the said Kings in the Cellar by their excrements in a shamful manner; & damnifying the said King otherways, This Court have adjudged ye said Gershom Hawkes, stephen Belding & William Armes to pay for their playing at Cards, & being out unseasonably & Disorderly (in Kings Cellar) ten shillings a peice; & for their other offence, to be well whipt with seven lashes a peice on ye naked body well laid on; The Armes his seven stripes to be added to ye 18 stripes he is to receive for fornication. The above said Persons are to discharge al Charges that have been expended by Constables or otherwise, as also to discharge what shal be allowed to the said William King for the abuses he had, & wasting & spoiling his goods, to whom ye Court allowed forty shillings to be equally payd by the four Persons in Delinquencie, philip Mattoon being one of them: the above said punishments were executed on ye said Armes, Gershom Hawkes & stephen Belding according to order & on Joanna Armes at Hatfeild.

This Court granted a single Country rate for the defraying of Countie charges.

Lanchlet Granger being presented to ye Court at Springfeild Septbr Last for neglecting to teach his Children to read, & he appearing in Court, & declaring that he was using the meanes to learne ym, & was in hopes they would Learne, promising to do his best in it, hereupon the said Granger was discharged by ye Court at ye present.

John Hawkes acknowledged himselfe bound in the sum of ten pounds to the Countie Treasurer for Hampshire that his sister Evens shal personally appear in Hatfeild, at such time & place as Leiut. Allice shal appoint to receive the punishment adjudged by the Court to be inflicted on her.

The Select men of some Townes in this Countie (according to ye Law & order of ye Honoured Genl Court) hadeing now presented to this County Court several Persons as Chosen by ym ye Select men to take the Charge of inspecting ten or twelve Families of yr Neighbors, that so the said Persons may be authorized by this Court to the said worke & office of tithing men according to Law:

This Court therefore doth (hereby) impower & authorize the said Persons chosen & here presented by the several Select men which are as followeth, viz for Springfeild John Lamb to Inspect to the upper part of that Town; viz: al the familys from

the uppermost house to mr Glover's House inclusively.

Samuel Bal — to inspect the familys from mr Glovers house to John Clarke his house inclusively:

Increase Sikes { to Inspect al the families from thence to Obadiah Cooleys Inclusively.

Isaac Colton { to Inspect al the families Int their Long and so.

John Barber Senr. & James Taylor { At the familys on the west side of the River at Springfield

For the Town of Northampton.

Henry Woodward, John Lyman, John Stebbin, Isaac Shelding, Serjt King, Jonatha Hunt { To be the Tithing men of that Town & to act in their Several precincts, & otherways, their precincts for special inspection to be those families their Select men appoint them:-

For the Town of Hadley.

Timothy Nash, Samuel Moody, Samuel Church, Chileab Smith { are authorized & impowered as Tithing men for that Town, & according as their Select men appoint them their Several precincts:

All which persons abovenamed being authorized the tithing men for the Several Towns as aforesaid, are hereby required faithfully to act in their Inspecting of their Neighbors, so as that Sin & Disorder may be prevented & suppressed in their Several precincts, & as occasion may be to Assist one the others, & act in one & the others precincts, discharging the office of tithing men, according to the lawes made Novembr. 1675. May. 1677, & octobr. 1677. they having reference thereunto.

And further this Court doth now comend to these tithing men, & require them diligently to take Care that the Sabbath be not profaned by youth or Elder persons sitting or standing abroad out of their meeting houses in the time of Gods publique worship whereby they are exposed to many temptations & Diversions, And that they doe Check al such persons, & so deal with them as thereby to enforce to enforce them to go in within their meeting houses, where they may attend better, & be in sight, or otherwise to present their Names in Case such do not reform; to the magistrates Commissioners or other Authoritie in the Several Towns to proceed against such as shal remayne refractory, according as they shal see Cause; as also to have a vigilant eye upon al persons that shal w out just & necessary Cause be unseasonably abroad in the Evenings from their parents or masters houses or families; al persons being to repaire to their lodgings & homes by nine of the Clocke at night, or rather before; And what persons soever they find faultie herein, in being abroad unseasonably, or otherwaies faulty, they are to admonish & hasten to their own proper places of abode, whither they are to repaire when it draws towards nine of the Clocke at night, & in Case of their neglect hereof, or non attendance thereto, then to complain of such to authoritie, that so they may be brought to better order, or proceeded against according to their demerit:

The aforenamed & Impowered Tithing men are to officiate for one yeer

& til others in their places be by the Select men of the several Towns chosen & presented to the Countie Court & authorized to their offices:

The aforesaid order with respect to the Settlement of tithing men in the several Towns aforesaid was approved & allowed by this Court. march: 26th Anno Dom. 1678. as attests.

Samuel Pattrigg Clerk

Meletabel Root the Relict of John Root deceased exhibited to this Court march 26th. 1678. an Inventory of the Estate of her husband late deceased to wch she made oath, & is on file wth the Records of this Court, & Power of Administration is granted to Thomas Root, & to the widow Meletabel Root the Relict; & where as in her former widow-hood Condition, the Court granted unto the said widow he first Husband Hindsdall his homelot, & pasture of Swamp adjoyning to it, as her own, this Court hath now likewise Confirmed the former grant in her now widowhood Condition having lost her husband Root.

Abigail Alvord wife to John Alvord of Northampton being pſented by the Grandjury to this Court for wearing of Silk contrary to Law, & it being found that the witnesses were somthing mistaken, she was dismissed by this Court.

Mary Stebbein the wife of Benoni Stebbein being pſented to this Court for wearing of Silke Contrary to Law, & for that she Aggravated it by persisting in it when as she was once pſented before, This Court Considering the aggravations, & how unfit such things are in this Day of trouble, did adjudge her to pay as a fine to the County ten shillings: As also Benoni Stebbein openly affronting the Court, in saying he would not pay the money due for fees to the Clerke of the Court, it being a Rising up against the Law of the Country; This Court adjudged him to pay as a fine to the County ten shillings forthwth & committed him to the Constable for the payment of the abovesaid Fines.

Mary Plimpton being pſented as aforesaid for wearing Silk contrary to the law, & appearing that she had been pſented before for the same fact, & also fined; This Court likewise Considering of how unseemly a nature such things are in this Day of Calamity Wasting & Desolation, hath adjudged the said Mary Plimpton, alias Mundan to pay as a fine to the County ten shillings, & the Clerkes fees, & soe was Discharged.

Grace Phelps of Northampton, Mary Gardner of Hatfield were pſented to this Court for wearing Silke Contrary to Law, & Mary Milles was likewise presented, & they were al admonisht & ordered to pay the Clerkes fees & so were discharged,

Jonathan Hunt was Chosen a packer for the Town of Northampton, & tooke his oath in Court accordingly.

ffrancis Barnard being chosen Constable for the Town of Hadley tooke his oath in Court accordingly

Medad Pomery of Northampton being nominated by their Town for their Clerk of the writs, & pſented to this Court for allowance, this Court allows & approves of him for that worke.

Whereas Enos Kinsley Attorney for Obadiah Hawes Plaintiff, Administrator to the Estate of Eleazar Hawes, & John Langhton Executor to the wil of George Langhton had an Actⁿ depending in Court between them, & Enos Kinsley obtained a Judgmt for five pounds in Land to be delivered to him, before execution Granted, the abovesaid persons agreed to Chuse two Indifferent persons or men to apprize the land in some such place as the parties agreed to; which apprizers so chosen were

by the partys Concerned pſented to this Court, who were John Bridgman & Jonathan Hunt, who tooke the apprizers oath in Court for the diſcharge of their trust, And likewise brought in an account of what they had done, wch is here underwritten:

We Jonathan Hunt & John Bridgman being Chosen by John Langhton & Enos Kinsley to prize five pounds worth of Land, which land was by a Judgment of Court march. 26. 1678. Granted to Enos Kinsley Attorney for Obadiah Hawes of Dorchester Administrator to the Estate of Eleazar Hawes, to be paid by John Langhton Executor for George Langhton deceased, We have prized this land which was George Langhton his land formerly, lying in the great meadow Commonly called the Second Square on the North side of that Lot called the four Acre lot bounded wth Thomas Bascombs Land Northerly, the Remainder of George Langhton deceased his Land Southerly, John Bridgmans Land Easterly, the high way Westerly, which land is breadth forty rod, & halfe a rod, & in length breadth four Rod & two foot, this land was doliverred by John Langhton & Received by Enos Kinsley: Northampton. March. 28. 1678.

Jonathan Hunt } Chosen
John Bridgman } Apprizers

David Ashley being Nominated for a Clerk of the Writs for the Town of Westfield was approved & allowed of by this Court for that worke:

Leiut Willm Clarke Deacon Holton & Ensigne John Lyman were pſented & allowed in Court as Comissioners for the Town of Northampton to end Smal Causes & tooke their Oathes in Court accordingly.

Samuel Bartlet & Richard Lyman of Northampton being by the Constable of Northampton Improved to Goe to Westfield after Jn Evens, who was to be apprehended on the Account of his being guilty of Fornication, brought in their bills of four Shillings apeice for their paines, & this Court allowed their bills, & ordered them to be Levied on the Estate of the said Evens according to former order.

Me Peter Tilton & Philip Smith were appointed & allowed as Comissioners to end Smal Causes for the town of Hadley & tooke their oathes in the Court accordingly & were ordered to give the Oath to Leiut Smith who is likewise allowed to that worke

Whereas In some of ye former Court Records It appeares, that In the Settlem^ts of the estates of Samuel Crow deceased & John Smith Deceased & Noah Coleman deceased Samuel Partrigg had Administration put upon him with respect to helpfulnes of the Widows In ye managment of their Estates, which Widowes, One of them is martyed, & the other their Estates in some more settled posture, then when they were first widows, & the said Samuel Partrigg concioring It may be & prove as things may fall out a matter of trouble to him or his heirs, if he should hold such engagem^ts, & desireing Earnestly of this Court that he may discharged of the said power of Administratorship; Therefore this Court upon Consideration of his desires in the aforesaid Respects did Release him of the power of Administratorship upon the Estate of Jn Smith & upon the Estate of Samuel Crow & upo the Estate of Mary Coleman the Relict of Noah Coleman —

John Graves of Hatfeild wth Sarah his wife being pſented to this Court for Fornication, & it appearing by testimony & likewise by their own Petition, wch in they confess the said miscarriage, & likewise it being testifyed that she is ill, & so incapacitated to come to this Court, & he also having cut his leg, & so incapacitated likewise to come to this Court, This Court therefore have respited the trigal of their Case to Springfeild Court next, who are there to make their appearance, & Leiut Allice is by this Court desired & ordered to take bond of the said Persons, viz of Jn & Sarah Graves in the Sum of twenty pounds for their appearance & abiding the order of the said Court as aforesaid

Whereas Widow Mary Coleman the relict of Noah Coleman by her Brother Samuel Partrigg presented to this Court her desires, that her share or part allowed to her as her portion (out of her decease[d] Husbands Estate viz: the one halfe of the free Estate to be paid & set out to her as her Own Right) may be set out now to her by some meet persons as this honoured Court shal appoint, & this Court doe Judge it meet that it should (viz the widows share or part) be set out to her, & have appointed Leiut Smith mr Peter Tilton & Philip Smith to apprize the lands & set out by metts & bounds to the said widow her share or part, according to the former Court order in Sept: 26. 1675. & have appointed the Comissioners of Hadley to give them the Apprizers oath for the dischard of their worke

Whereas Leiut Willm Clarke of Northampton hath one of the Children of Griffith Joanes as a servant to him for the terme or time until he attain the age of Twenty one yeeres, & it appearing to this Court that it was the mind of his father Griffith Joanes, as also the desire of al the Relations, as well the administrator as others, that he should be placed wth Leiut Wm Clarke aforesaid as a servant, this Court on the Considerations aforesaid, as also of the Childs willingnes, the Child, viz. Benoni Joanes appearing in Court, & declareing that he was willing to live wth Leiut Wm Clarke the aforesaid terme, as also Leiut Clarke shewing himself willing to take & keep him the aforesaid terme, & to learn him to Read & to write, as also to give him his said Servant the sum of five pounds at the end of his terme & time appointed wth sufficient Cloathing as Servants Ought to have at the issue of their time, viz. two suites of Apparel at the End & Expiration of his time aforesaid; Upon these accounts this Court have appointed that the Boy shal serve & live wth Leiut Clarke & his mrs as his or their Servant the ful terme aforesaid.

And whereas William Holton Junior of Northampton hath one of the Children of Griffith Joanes deceased, viz: Relatiah Joanes to be his servant, for the ful time & terme that he the said Relatiah Joanes shal come to the age of twenty one yeers, & it appearing that the said Griffith Joanes was willing in his life time, that the boy should be put out to service, & al the Relations as wel the administrators as other freinds are willing and desirous that the said Relatiah Joanes should be set out as a servant to the said Willm Holton, for the ful time & terme aforesaid, & the boy appearing in Court, & shewing his willingnes to live with the said Wm Holton as a servant as aforesaid; As also the said Wm Holton shewing his willingnes to take the aforesaid Relatiah Joanes for the aforesaid terme, til he be one & twenty yeers of age, & Engaging to Instruct & teach the aforesaid Apprentice In the Art Science & trade of a Weaver, which he now himself Occupies In, as also to provide his said Servant wth al necessarys as shalbe Judged meet & Convenient for the Boy in his said Service, as Also to teach him to Read & write & give him at the End of his Apprenticeship, the ful & Just sum of eight pounds, to be paid him in Current pay, as also two suites of Apparel throw out, Upon the foresaid Accounts this Court have Appointed that the said Relatiah Joanes shall live with the said Willia Holton Junr. for the terme aforesaid.

Mary Graves of Hatfield Exhibited to this Court (march: 26. 1678.) an Inventory of the Estate of Her Husband John Graves, to which she made Oath, & it appearing that he died Intestate; Power of Administration on the said Estate Appointed by this Court to John Coleman, & Daniel White of Hatfield —

Leiut Clarke of Northampton desireing in Court that In Case he should have a Barrel or two, or otherwise of liquors, that may be useful among his Neighbors or otherwayes, that he may have licence to dispose of such kind of Drinke; This Court have granted him his Desire in this thing;

As also the like liberty is Granted to Samuel Partrigg to dispose of Liquo to the Neighbors that need the same, & not to be Culpable or Endangered of the penalty of the law, or accounted to sel it wthout Lycence.

George Saxton & his wife being presented to this Court by ye Constable of West feild, viz:

Samuel Root, for abusive carriages in ill languages & striking the Constable of ye Town were ordered by this Court to be called to answer it at the next Court at Springfield

Mary Holton of Northampton was p^resented to this Court for Scandalous Speeches reproaching the worthy & Reverend m^r Solomon Stoddard, As also for reproaching her own Husband, & seeking to deprive him of his life, but she being in Connecticot Colony at this time was ordered to be warned at some more Convenient time either at Springfield Court, or at such time as she can be Come at with in this Countie

Whereas Mary ye Relict of John Graves Senr of Hatfeild deceased, as aboveSaid p^resented to this Court an Inventory of her deceased Husbands Estate, & likewise desireing that there might be something done by this Court as to the settlement of her said husbands Estate to the Widow & amongst the Children; As also p^resenting a paper wherein she & the Children had drawn up somthing as to the division of the said Estate of John Graves Senior of Hatfeild deceased; the said Estate amounting to five hundred Seventie & two pounds one shilling & three pence; The debts due from the Estate being deducted, viz: five pounds three shillings & three pence: There remaines of free Estate, Five hundred Sixtie & Six pounds, eighteen shillings Which Division agreed upon is as followeth, viz: to the Widow or Relict of John Graves Senr Deceased (viz: Mary Graves) as her Thirds of the said Estate, One hundred eighty & eight pounds nineteen shillings & five pence, to be to her in lands & moveables as followeth, A third part of the moveables for her own proper Right, & the third part of the lands onely for her use whiles she lives, and the use of the Estate of Lands & moveables belonging to the Children under age, til they Come to be of age for their bringing up: To John Graves the Eldest Son to Jno Graves Senr deceased aforesaid, a double Portion out of the said Estate; viz: Sixty eight pounds fourteen shillings & four pence; & to nine of Children of the said John Graves Senr, One of which is Named Israel Wyat, who by an agreem^t under ye hands of ye Children which is on file which was formerly the agreement of John Graves Senr Himselfe, at the Consumation of his Contract of Marriage wth his wife) was to have viz: ye said Israel Wyat was to have (In the Distribution of his Estate) an equall share wth his Children, even to Nine of the Children the Children the foresaid Division saith there shall be equal Portions or shares, viz: To Mary Bal Thirty four pounds seven shillings & two pence; & To Isaac Graves Thirty four pounds seven shillings & two pence: To Samuel Graves, Thirty four pounds seven shillings & two pence; To Sarah Graves Thirty four pounds seven shillings & two pence, To Elizabeth Graves Thirty four pounds seven shillings & two pence: To Daniel Graves Thirty four pounds seven shillings & two pence; To Ebenezer Graves Thirty four pounds seven shillings & two pence: To Israel Wyat aforesaid Thirty four pounds seven shillings & two pence: To Nathaniel Graves, Thirty four pounds seven shillings & two pence, Onely some of the Children having recived somthing of the aforesayd Estate already, the same is to be accounted as part of their aforesaid Portions or shares; which is left to the Administrators to see what they have had, & so y^e are to account it; In all which, It is to be understood that ye lands & real Estate is to be secured for the Children, to be for or to them according to Law:-

Thomas Meekins Senr of Hatfeild p^resenting to this Court a paper wherein he desired a Liberty from this Court, that he might have One Acre & an halfe of ground of his Son Thomas Meekins Homelot, which by reason of ye troublesomnes of the Times He hath great need of, for to build upon; This Court considering his necessity, & that He doth hereby promise a valuable Consideration, which he wil pay or make good to his said Sons Estate, have granted his desires of one Acre & half of said Sons Lot, in some convenient place either in the front or otherwise as will suit him & be not annoyane to the neighborhood

There bring a motion made to this Court by John Dickenson of Hadley Son of Jno Dickenson deceased to overlooke & consider ye settlement of his Fathers

estate by the Court at Northampton Jany. 10th. 1676. as also to consider the division or settlement of that Estate, which should have been to two of the Children which are since deceased —— This Court now considering what was formerly done in Jan^y: 10th: 1676, & finding something as to that settlem^t somew^t unwarilie done, in not setting the lands on the Children, which this Court would not have alienated to Strangers, And since then the widow Dickenson being Married to Francis Barnard, who appeared in Court & declared himselfe willing that the whole Estate should goe to the Children of Jno Dickenson, & that it was agreed so between him & his wife before marriage, p^sented the said agreement or Instrum^t under hands & seales, which he the said Francis Barnard owned & acknowledged in Courte, & the Children of the said John Dickenson that are of age being at p^sent, & in particular John Dickenson ye only son now living, Exp^ssing himself fully satisfyed therewith, so his fathers lands may come to ye Children after his & mothers decease, This Court doth allow of ye said agreem^t or Instrument now presented in Court, & do order that the land of John Dickenson Senr shal not at any time be alienated fro the Children, but shal go to & be settled upon the said Jno Dickenson deceased his Children & Posterity; [illegible] as to the [illegible] shall have gone to the very Children deceased; se. page. 6th. paragraph: 6th.

There being Complaint made of the want of a stated & settled hygh way on ye West side of the great River at Springfeild which the jury hath p^sented to this Court, that they would take some Care thereof, & order there about,

This Court understanding that the great River hath in some places eaten away the bank & way so that there is scarce passage against some of their houses on the west side of the River at Springfeild, whereby not only themselves of that Town but also others of the neighbor Townes, It being a Countie & Country high way, doe, & are like to receive prejudice —— Judge it meet therefore that the way be viewed & surveyed, where it may most conveniently be laid & goe, both wth respect to the Proprietors, & Inhabitants of that Town, as also to the Countie & Country in Gen^ll; wherefore according to the Law in that Case provided, This Court doth hereby appoint Medad Pomery & John King of Northampton, also Thomas Bewry & Thomas Noble of Westfeild, being of the two next Townes, that may have most occasion therof to lay out the said high way, where it may be most safe & Convenient for Travellers, & also most advantagious for the Town of Springfeild: —— The above named persons deputed to lay out the high way aforesaid, are to determine the place where it shal lie, & the breadth of the said way, & to lay it through the feild as they shal see Cause, from the comon fence on the North, at least fote the Convenient passage for the going over the great River to ye Town, if not to Agawam River on the South: And they are as speedily as may be to attend this worke, Medad Pomery being to appoint the time of meeting for the rest of them to attend this worke, that it may be laid out according to Law; And what they do herein, they are to make returne thereof under their hands to ye next County Court at Springfeild, in Septemb^r next:

There were p^sented by the grandjury to this Court foureall persons of the Town of Springfeild for wearing of Silk contrary to Law, viz: Joan Lamb, Sarah Mattoon, & a daughter of Abel Wright, wch were appointed to be called by warrant to the Next Court at Springfeild. ——

At a County Court holden at Springfeild Sept: 24th. 1678.

For the holding of this Court there were present:
The Worshipful Major John Pynchon, One of the honored Assistants of this Colony

Leiut William Clarke
Mr Peter Tilton
Leiut Samuel Smith } Associates

According to Certificate from the General Court. May. 8th. 1678. That Leiut: William Clarke & mr Peter Tilton, & Leiut: Samuel Smith were allowed of to joynt wth the Worshipful Major John Pynchon to keep the County Courtes in Hampshire, they were present; & tooke the Oath for Associates.

The Jury-men were.
Medad Pomery foreman.
Benjamin Parsons.
Henry Chapin.
Thomas Day.
Nathaniel Burt.
James Warrener.
John Barber Sen.
John King.
Ebenezer Strong.
Samuel Church.
Thomas Bancroft.
Thomas Dewey.

Samuel Partrigg Plaintiffe Contra Daniel White Administrator to the Estate of Barnabas Hindal, & Sarah Hindsdal Relict of the said Barnabas, & Co-administratrix wth ye said Daniel White, Defendants according to Attachment, In an Action of the Case, for Refusing to make good to, & defend for the said Samuel Partrigg, a Legal title of a certaine Mansion & Lot thereto belonging, & purchased by valuable Considerations paid by ye said Partrigg, & yet refusing to repay to ye said Partrigg the principal or Purchase monty, by him emburfed for the premisses & demanded of them to the Sum of Sixty pounds both Value & damages.

In the Action depending between Samuel Partrigg Plaintiffe Contra Daniel White, Administrator to the Estate of Barnabas Hindsdal, & Sarah Hindsdal Relict of the said Barnabas Hindsdal, & Co-administratrix to ye said Estate Defendants, the Attachment and evidences being produced & read in Court, & delivered to the Jury, they, ye Jury find for the Plaintiffe forty three pounds twelve shillings, to get his costs of Court, which costs were 3li. 3s. as by bill of charges allowed of in Court; And this Court doth give leave or allowance or order to Samuel Partrigge to take forth Execution agt the Administrator or Administratrix against whom Judgmt was granted to the said Partrigg in this Court:

Hezekiah Dickenson Attorney for Timothy Bat of Boston, & Assigne from him Plaintiffe, Contra Joseph Brown of Northampton Defendt, according to Attachment in an action of the Case for his non payment of a just Debt due by Bill to ye said Timothy Bat, to the ful Sum of four pounds seven shillings in Current money of New-England:

In the Action depending between Samuel Marshfeild Attorney for Hezekiah Dickenson Plaintiffe Contra Joseph Brown Defendt, according to Attachmt & Evidences produced & read in Court & delivered to ye Jury the Jury brought in their verdict that they find for the Plaintiffe four pounds seven shillings in lawful money of New-England, & Costs of Court, which is as p. bill thirteen shillings.

Thomas Lyman of Northampton was presented to this Court, as chosen Constable for that & was accepted of for that place & office, & requesting of this Court that they would bear with him for his not comming down to this Court (to be sworn) because of his occasions, & this Court would allow, that he might have the Constables Oath given him in Northampton by Leiut: William Clarke; He was accepted of in this his Petition.

Jane Plimpton the Relict of John Plimpton of Westfield deceased made presentment to this Court of the Inventory of the Estate of Her Husband John Plimpton who died intestate, & also made oath that it was a true & ful inventory of Her Husbands Estate, & she hath granted to her by this Court power of Administrate upon the said Estate, as also then is granted to the Relict by this Court, that she the said Jane Plimpton shal have the moveables (being much of it a parcel of Lumber) for her own proper use & help in her needy old age, the lands being to be kept for the Children:

Mary Crowfoot the Relict of Joseph Crowfoot of Springfield deceased, presented the will & last Testament of her deceased Husband to this which was proved in Court & the original & probate thereof are on file wth the Records of this Court, Also she made presentment of the Inventory of her said husbands Estate & made oath that it was a true & ful Inventory.

Mr Edward Taylor of Westfield being approved of by ye General Court (as by Certificate) for his freedom in this Corporation, tooke his oath in Court accordingly.

Leiut. John Mandsley of Westfield, Serj^t Timothy Nash of Hadley & Victory Sikes, Isaac Cakebread & Luke Hitchcocke, were admitted to the freedom of this Colony, as by certificate from ye Secretary, & tooke the freemans oath in this Court.

George Saxton of Westfield wth his wife being presented by the Constable of their Town, viz: by Sam^ll Root, to the Court at Northampton, March 26. 78. for their abusive Carriages in words & Actions to him, yy were ordered to appear at Springfield Court, in ye following September, George Saxton he appeared (but his wife, being as she said not very wel, appeared not until the Court was disolved) the Court considering Saxton's miscarriage, & finding it proved according to law, (the which Testimonys are on file) did amerce the forsaid Saxton in the Sum of forty shillings, to be paid in wheat at the merchants price to the County Treasurer, & to defray or discharge al Charges incurred any wayes by reason of his ill misdemeanor.

Jane Jackson maid-servant to Leiut Philip Smith of Hadley, being the last Summer bound over by this Court by ye Worshipful Major Pynchon, to answer before this honoured Court, as being guilty of most notorious wils, she appeared & upon Examination before the Court, as wel as at that time wo[illegible] she was bound over for his appearance, she was found guilty of wretched & vile Contradictions or Lyings, saying & unsaying as by her examination appears, & it appearing by her masters undoubted experience of her, that she was vilely guilty of filching or stealing: This Court did therefore order for the breaking her off from such corrupt sinful practises, & to give their due testimony against such like wicked deeds, that she should be forthwith wel whipt with twenty lashes upon ye naked backe wel laid on. wch punishment was performed in Court: And seeing her master hath been at Costs & losses various ways, about her the said Jane, (as by bill allowed on Court & on file) This Court judges it meet, that at the end of her tyme of apprenticeship she should serve him six months, as a just recompence to him for his troubles & expences about this his misbehaving servant.

John Matthewes of Springfield being by the grand-jury presented to this Court, for his scandalous vile revilings of his neighbor Jonathan Burt, & appearing in Court, & examined in Court according to his presentment, he did acknowledg his fault fully, according to the testimonies given in against him: This Court weighing ye ungodly unseemlynes of his sin, as it stands odiously circumstanced under ye Consideration of honor head, which ought above others to be found in the ways of Righteousnes, & his long profess & studying in Christianity, can do no less, as they would clear due testimony against such scandalous ungodlynes, then adjudge the old man professor to be wel whipt wth ten stripes on his naked backe: But upon the motion of some of his neighbors & ye Intreaty of the said delinquent, that such severe punishment might be a whilst respited, they promising or hoping that kindly zealous ye such severity may gaine the delinquent to a reflection on his vile Course & to amendment, This Court likes wel of that motion, & being much aggrieved in their thoughts to smite old age, do recal that sentence or judgm^t, from being justly executed upon the old man & delinquent, for the trial of his good behaviour, So y the offender do procure two men to be bound for him in the sum of five pounds for his good behaviour, & for his appearance at the next Court to be held at Northampton, & his abiding the order of ye said Court: Quartermr Colton & Benjamin Parsons acknowledged themselves in Court as bound in the sum of five pounds for his good behaviour & appearance at the said Court & abiding the Order of Court:

John Graves of Hatfield & Sarah his wife, being presented to the Court at Northampton for their Incontinence before marriage, & by reason of some Infirmitys being Incapacitated to appear at that Court, as is hinted in the Records of that Court, they were both of them bound in the bond of twenty pounds for their appearance at this Court in Springfield, when they did attend, & acknowledged their guilt, & this Court desiring to ye due means of punishm^t for the suppressing of such reiterated transgressions, & lascivious dangerous Courts & practisings in others, do adjudge the aboveseid John Graves to be wel whipt wth eighteen lashes on his naked backe, unles he pay down to the County Treasury the Sum of 5^lb in wheat at merchants price, or give in good Security for the payment of the same -

the delinquent Chose the pecuniary punishment, & Samuel Ball of Springfield & the said Jn Graves ye offender pgive their Estates as Security for the payment of the Mulct. & this Court doth adjudge the said Sarah Graves to the County Treasurer the sum of five pounds as aforesaid. i.e. Jn wheat at merchants price, & the same Samuel Ball & Jn Graves her husband become Sureties with their Estates for the payment of her 5 pounds fine

At the Court in Northampton. march. 26:th 78. their being ye pgentment of a certain false report about a sick Indian, & Inquiry about this report being made in Court, the Imputation fell upon one William Miller Senr of Northampton, & he alledging that he had the report ffrom one in Connecticot Colony He was required to make that his allegation to appear to be true to this County Court, or else he was to be accounted as guilty of lying, & to pay ten shillings to the County treasury, & He not appearing In this Court, being called, ye former Judgmt & Sentence of Court against him is Confirmed by this Court.

Mary Holton of Northampton, being pseented to the Court there. march. 26. 1678. for her vngodly speeches against the Reverend mr Solomon Stoddard, as also for reviling her husband; & her murtherous Intents against him, but being then in Connecticot Colony that Court ordered that she should be Summoned, But she stil abiding In the same Colony; this Court also orders that she be warned to appear at the next Court in Northampton

Mary Graves the Relict of John Graves Senr of Hatfield, together wth her Children pgenting a paper to the last Cort In Northampton. march. 26. 1678. respecting a settlement of ye ffe Estate of the deceased, the Court did somewhat yeild to that way & agreement, yet advising them to consider of the best expedient for their future mutual Satisfact; Now before ye Court: march. 26. 1678. & ye Cort in Springfield. Sept: 24: 1678. the Administratrix Relict and Children receiving that Instrument, did apprehend, it had been better, that that Estate should have been conveyed more to & for the vse of the Children of the said deceased, therefore they doe now, viz: the Administratrix the widow & the Children, yt doe now pgent to this Court another mutual agreement, that is, as followes the widow Graves out of her Loe to the Children (her Children) hath in this manner Condescended, that although the Cort has granted her according to the former agreement, a third part of the moveables, as her own proper perpetuall right (besides the thirds of ye lands) which third part In ye Division came to sixty two pounds (as by the agreement given in at Springfield Court Sept. 24: 1678. appeares) She now before this Courte declares her selfe freely willing, to have noe more then thirty eight pounds, (as by the aforesaid paper given into the Cort, & which is on file, appeares) yet retaining her right in the thirds of the lands according to Law & as to the Child (viz Israel Wyat) whom she brought with her, which (by ye agreemt of Jn Graves Senr deceased himselfe before the Consumatio of Marriage wth the said Mary his after wife, & by ye approbation of ye Court march. 26. 1678.) was to have an equal portion of Estate with the test of the Children of the said John Graves deceased, She the widow Graves now Intending, to take him out of the family, (as by ye paper given in at Springfield Cort. Sept: 24. 1678. & which is on file appeares) declares her selfe (as in ye paper) before this Court freely willing, & fully Contented to take up with fourteen pounds for him the foresaid Child, & this present Court doth now allow of this agreement, or doth order it filenig up wth the Records of this Cortt.

John Allice of Hatfield pseented to this Cort the will & Last Testament of his father ffe Lieut. William Allice, to which he is the sole Executor (as by Will) which will was proved before ye authority of ye Colony of Connecticot (in wch Colony he dyed) & allowed of in this Court, as also he pgented an Inventory of the Estate of his deceased father, & made oath in Court, ye It was a true & just Inventory of his fathers Estate, the originals of wch Will & Inventory are on file wth this Cortts Records:

Mary Allice widow of Lieut William Allice of Hatfield lately deceased presented to this Court a writing made between the said Lieut Allice, & the said Mary Allice (alias Graves) before the consumate of Marriage of the said Lieut: Allice & ye said Mary Allice (alias Graves) which writing ye deceased Lieut: Allice upon his (death-bed, or) making his last Will, names, the writing made by Beacon Tilton of Hadley, wch two Seales on it between my now wife & my Self; which writing Contaiuds this Agreement, Videl: That after the Consumatio of Marriage by the said ffe Lieut. William Allice wth ye aboveesaid Mary Graves (alias Allice) in Case that In process of time the said Lieut Allice her then Husband (viz: ony Consumato of marriage) deceased & the said Mary Allice ffe (alias Graves) survive him her said Husband, then the said Mary Allice his Relict shall be restored in an equal third part of thirty six Acres of meadow lands, & a third part of the homelot possessed by the said Lieut Wm Allice, & a third part of ye orchard & barne wth half of dwelling house during her widowhood, but in Case she againe Marry, then by this Mutual agreement she his Relict is to have (not an half part, but) a third part of the dwelling house of the said

Leiut: Wm Allice, & all this During the terme only of her natural life, & then the premises to the heires or Assignes of the said Leiut Allice: Also It is further Covenanted (as by that writing appeares) between the aforenamed Partyes, that In Case the aforenamed Leiut Wm Allice first decease, then his surviveing Relict shall have forty pounds paid to her out of the moveable Estate of the said Leiut Wm Allice or to her Assignes by the heires or Executors of the said Leiut: Wm Allice, which is to be to her ful proprietyy, & at her free and absolute disposse; Nevertheless agreed & Covenanted, if Mary his wife first deceased & he the said Leiut: Allice survive, then one twenty pounds of that forty pounds is to be paid at the decease of the said Mary, to her heires or Assignes, & the other twenty pounds to be paid at the decease of the said Leiut Allice in the manner already expressed; Now this the mutual agreement of the said Leiut Wm Allice, & the said Mary Graves (alias Allice) the said Leiut Wm Allice confirms in his last Will & Testament, & This Court Doth Allow & Ratify the Same —

Hugh Roe of Sufferld petitioning this Court that they would exempt him from military trainings as one that was Exempted fro such exercises in the Colony of Connecticot, this Court judging it meet to favor the old man doe Exempt him accordingly.

Thomas Burr of Westfield alleading the Infirmitys of his old age before this Court, & desiring to be free fro military trainings, this Court Sees Cause to grant him freedome therefrom —

This Court accepts & grants the petition of John Dumbleton & Rice Bodurtha, & Francis Pepper, & Nathaneel Pritchard presented by them for their exempto from military ~~trainings~~ Exercises in the training band, according to such termes as the Comission officers shall propose to them:

Sarah Billing widow presenting a petition to this Court that they would Compassionate her afflicted Condition by reason of the Losse of her husband & Comon Calamitys of ye times & yt discharge her of the remaining part of that debt of Suretyship of twenty pounds, that her husband deceased became indebted to ye County Treasury by a bond given into a former Court for her brother Samuel Fellows his appearance & abiding the order of Court, this Court doth respite this petitioner five pounds of the remaining unpaid part of this bond during the pleasure of this Court: which unpaid part is eleven pounds, so that It remaines that she pay Six pounds to ye County Treasury.

Ephraim Hindsdal presenting a petition to this Court, that this Court would please to remit the payment of that five pounds, which he with his Brother Samuel did enter into bond for of Suretyship to pay for their father Hindsdal, which he was amerced by a former Judgment of Court (as by Court Records appeares) This Court Sees noe Cause or reason to remit this amerc^t, or discharge the bond of Suretyship:

Also Jno Stroebridge of Hadley presents his petition to this Court, that they would ~~[illegible]~~ vouchsafe to favor him wth a releafe from watching & warding In the Town wherein he now dwels, because of the Lameness of his leg, which was occasioned by a greivous wound he receive when he was improved in the Country Service as a Souldier, whence he is very ill able to go or travel, This Court as willing to shew pitty to ye proper objects of pitty, doth favour this Petition that the Jno Stroebridge is Exempted fro watching & warding until the general Court in May next

The Court at Northampton. march: 1678. having appointed a Committee for the laying out an high way on the west side of the River at Spring field, & this Committee having viewed the place for it, & heard & weighed what the persons concerned had to say in this affaire, they did to ye best of their Care & discretion lay out or determine how this high way should ly & they gave in their determination of this affaire to this Court, which is as followeth: viz: that the high way be to come into the feild, at the north fence, by Samuel Marshfeilds home lot, & so to rang along on the ditch that lyes between the said Samuel Marshfeilds land & Peter Swineks land, & so to ly four Rods in breadth crosse the ~~sd~~ Samuel Marshfeilds Land, & when it comes to the brow of the Hill, there to continue four rods in breadth, & to run on in a strait line to Goodman Dumbleton's his pasture, where we determine it to ly three rods in the said Dumbleton his Pasture, & one rod out the present fences of the same; And then making a small turne, yet from thence running on in a strait Lyne to the ~~[illegible]~~ ditch, on the north side of Jno Scots land, & from thence running on in a straite line to the Northeast Corner of Major Lynchons orchard fence, this being the west side of the way, the east side of the way taking a little Corner of Goodm: millers fence of his pasture, & then to run the aforesaid breadth crosse the ~~[illegible]~~ reere of ye major orchard fence, & then to run to the great

River

River, partly on the major Pynchons Land & partly on ~~Mr Glovers~~ Land which mr Glover had of the Towne; where it is to turne to ye great River on major Pynchons & mr Glovers Land, it is to ly two rods in breadth: & so to Agawam's Rivers mouth: Further whereas we so it wil be great prejudice to many of the neighbors on the west side the great River, that ye high way should take place at pſent, men haveing alreadie sown ye land, where this high way is to run or ly, therefore we order that the high way to the gate into the feild shal ly for the pſent by ye River as now it doth, & that where it wants convenient passage, the persons whose fence is obstructing are to remove the same, that there may be Comfortable passage, & this to continue only till michalmas next, viz: the last of Septembr, & then ye other high way on the other side from the River shal be made vse of:

Springfild. April: 11th 1678.

By vs. John King
Medad Pomery.
Thomas Noble
Thomas Dwey.

and this Court doth allow off settle & confirme what the Comittee for the layeing out the high way on the west side of the great River have presented to them none of the Inhabitants appearing to object any thing against it, much time being given to heare if any had to object against it:

The relict of Jno Dumbleton Junr. deceased making a motion to this Court for the settlemt of the Estate of her deceased Husband; This Court considering she hath a yong child, viz: a daughter of about two yeers old to provide for & educate which wilbe Chargable to her, doe determine, that the moveables be to the widow of the deceased for her encouragement in the educatio of the child, but that the lands be secured carefully to or for the child, & that the mother do give the child forty shillings when she comes to be of age:

Lydia the Relict of Laurence Bliss of Springfild, presenting to this Court a paper wherein she desires the settlement of the Estate of the deceased, This Court doth therefore settle the lands upon the three sons, which they are to have when they come to be of age, the Eldest son to have a double portion, & if any of the sons dy before they come to be of age, that the surviving brothers have the deceaseds part, & that the Eldest son pay to each of his sisters forty shillings, when they shall be of age, & that the other two sons pay to their two sisters twenty shillings a peice, as also that the widow have her thirds according to Law, & that ye moveables being smal be to ye widow

Samuel Ely of Springfild hath his licence continued to him for the yeer ensuing, to keep an house of Comon Entertainment, & to vend wines & other liquors, so be it that he be Carefull to attend good government & order in his place & office:

Benjamin Knowlton of Springfild is approved of & ordered for to be keeper of ye prison house in Springfild for this pſent year, & to have ye priviledges thereof:

At

At the Second Sessions of the General Court held at Boston in New England.

october: 2d. 1678.

Whereas It hath pleased his most excellent Majestie our Gracious King by his Letters April: 24th. 1678. to signify his Royal Pleasure that the Authority of this his Colony of Massachusets in New England, do give forth orders that the Oath of Allegiance as it is by Law Established wth in his Kingdome of England, be administred & to & Taken by al his Subjects wth in this Colony, who are of years to take an oath; In obedience hereunto, & as a demonstration of their Loyalty the members of that said generall Court did readily take the oath of Allegiance & by their Example & Authority did require & Comand that the same oath should be given to & taken by al his Majesties wth in this Jurisdiction that are of sixteen yeers of age & upwards. And to this end the said Genl Court did order the sending of Coppys of the said oath of Allegiance exactly agreeing with the copy of it enclosed in his majesties, & signed by the Secretary of state, to the magistratical power of the Respective Towns, & did further order that the Justice or those comissionated wth magistratical power in each Countys should order the convening of the Inhabitants of the respective Townes of the age aboveesaid, & to take names & administer the oath of Allegiance to each of them, & to take care for their enrollm wth ye Records of the County Courts.

Accordingly Major Jno Pynchon Esq3 did ordr the convening of, And administred the Oath of Allegiance to the Inhabitants of the Townes hereafter expressed or enroled.

Springfeild: Dec: 31. 1678. & Jan: 1st. 1678. } The Inhabitants of the Towne of Springfeild who tooke the Oath of Allegiance

Mr Pelatiah Glover.
Mr John Holyoke
Mr Daniel Denton.
Robert Ashley.

Quartn Georg Colton
Anthony Dorchester
Samt Marshfeild.
Thomas Mirricke
John Bumbleton.
Benjamin Parsons Senr
Jonathan Burt:
Rolland Thomas
Leiut Tho: Stebbein
Serjt Miles Morgan
Henry Chapin
John Lamb.
William Branch.
John Clarke Senr.
Japhet Chapin.
Nathaneel Burt.

Reice Bodurtha
Thomas Day:
Samuel Ely.
Nathaneel Pritchard.
Jno Steward.
James Warrener.
Jno Hitchcocke
Samll Blisse Jenr.
Jonatha Taylor Senr.
Jno Blisse.
John Scot.
John Hatman.
John Petty.
Jonathan Ashley.
Joseph Ashley.
John Dorchester
James Dorcheste.
Thomas Cooper.
Edward Foster
Joseph Leonard.
Isaac Colton

Ephraim Colton
Thomas Colton.
Increase Sikes.
Victory Sikes
Nathaneel Sikes
James Sikes.
John Riley
Jno Bag.
Obadiah Miller Senr.
Jno Barber Senr.
Jno Barber Junr.
Charles Ferrey.
Samll Ferrey Senr.
William Brooke
Jno Matthews.
Abel Wright
Samuel Blisse.
Thomas Stebbein
Joseph Stebbein.
Edward Stebbein.
Benja: Stebbein

Samuel Blisse Jun.
Ebiakim Cooley.
Obadiah Cooley.
Daniel Cooley.
Benjamin Cooley.
Joseph Cooley
John Norton.
Jonathan Bal
Samuel Bal.
Francis Pepper.
Nicholas Rust.
David Lumbard.
James Taylor.
Jonatha Taylor Jun.
Samuel Taylor.
Jonathan Morgan.
David Morgan
Isaac Morgan.
Luke Hitchcocke
Henry Rogers.
Benjamin Leonard
Abel Leonard.
Josiah Leonard
Samuel Glover.
Samuel Jones.
Ebenezer Jones.
Thomas Miller.
Isaac Cakebread
Jno Warner.
Nathan Blisse.
Thomas Hunter
Thomas Brissenton
Isaac Gleson.
Joseph Bodurtha
John Peirce
David Throw.
Philip Mattoon
Thomas Jones
Jonatha Burt Jun
John Burt.
Thomas Gilbert
Benja: Parsons Jun.
Benjamin Hinton
Herbert Furgeson
Thomas Lamb.
Dan Beamon
Joseph Wright.
Jno Clarke Jun.
Jno Mun:
Jno Pope.
Jonatha Bush.
Richard Waite
Obadiah Miller Jun.
Lazarus Miller.

James Stevenson
Henry Gilbert:
Sam Terrey Jun.
Jno Terrey.
Sam Bliss Tertio.
Jno Bodurtha.
Sam Bodurtha.
Nathan Mun.
James Mun
Jno Mitticke
Thomas Day Jun.
Jno Miller.
Benja. Knowlton
Josias Miller
John Arthol.
John Hawkes.

Jan. 23. 1678.

The Inhabitants of the Town of Westfeild, who have tooke the oath of Allegiance to his Majesty.

Mr Edward Taylor.
Leiut: John Maudsley.
Ensigne Sam[t] Loomis.
Thomas Gun.
Thomas Dewey
Josiah Dewey.
Jedidiah Dewey.
John Root.
Thomas Root.
Samuel Root.
Ambrose Fowler Sen[r].
Walter Leigh.
Jno Sacket Sen[r]
Isaac Phelps.
John Ingersol.
Thomas Hanchet sen[r].
David Ashley
Thomas Noble.
John Ponder
Nathan[t] Weller.
Jacob Phelps.
Tho: Hanchet Jun[r].
Edward Neal.
Feare not King.
John Hanchet.
Ebenezer Weller.
Nathaneel Phelps.
Joseph Pomrey.
John Scoone.
Ambrose Fowler Jun[r].
Sam[t] Taylor.
Gabriel Cornish
John Fowler.
John Sacket Jun[r].
Joseph Brown.
Griffith Jones.
William Sacket.
Luke Hill.
John Adams.
Edward Adams.
Sam[t] Loomis Jun[r].
Thomas Bancroft Sen[r].
George Saxton Sen[r].
James Saxton.
Samuel Fowler.

Match: 5: 1689.

Jan: 30th. 1678.

The Names of the Inhabitants of Southfeild alias Suffeild who tooke the oath of Allegiance to his Majestie

James Reysand.
John Reysand.
Jno Willington
Timothy Hail.
George Jefferes.
Tho: Copley.
George Norton
Zorobabel Filer.
David Winchel.
Tho: Spencer.
Joseph Seager.
Hugh Roe.
Samll Roe.
Peter Roe.
Tho: Taylor.
John Laiton
Nathan Harman.
Stephen Taylor.
Jno Taylor.
Jno Philley.
Jonathan Winchel.
John Severance.
Nathaniel Cooke
Abraha. Dibel.
Benjamin Dibel.
Edward. Burhson.
Lanchlet Granger
George Granger.
Anthony Austine.
Timothy Palmer.
James Barker
Thomas Parsons.
Joseph Trumble.
John Pengilley.
Edward Smith.
Judah Trumble
John Allin
Samuel Kent Senr.
Timothy Eastman.
Joseph Eastman.
Walter Holliday.
Thomas Barber.
Tho: Remington Senr
Tho: Remington Junr.
John Remington:

Joseph Harman.
John Hodge
John Burbanke
Robert Old.

March: 25th. 1679

This Day was the Appointed time for the holding the Countie Court in Hampshire as the Law directs; at wch time aforesaid the Court was adjourned to the to the 29th Day of April, 1679, following. At wch Time the Court met; wch adjournmt was by Reason the worshipful Major Pynchon Assistant, was upon emergent occasions called to take a journey to the Bay; Our worthily & much honrd Governr being at that timor by the awful hand of God taken out of this world

At a Court of adjournment in the County of Hampshire holden at Northampton "April. 29th: 1679:"

ffor the holding of this Court there were present.
The worshippful major John Pynchon, one of the hondd Assistts of this Colony.

Leiut: Wm Clarke
Leiut Sam: Smith } Associates
mr Peter Tilton }

The Juro: were
Capt Aaron Cooke
Jos: Kellogg.
mr Joseph Hawley
Jonathan Burt
Edw Church:
Sam Belding
Sam Ely.
Jonatha Hunt:
Timo: Baker
Nehemiah Allyn
Jonth Marsh.
Josiah Sewey

Nathan Dickenson of Hatfield, & Thomas Dickenson of Hadley for their neglect & non appearance as Jury men for the Court, being chosen thereto: were fined each of them: 6s & 8d: to be paid to the County Treasurer.

The worshipful major Pynchon Plaintiffe contra the Estate of Florence Driscol in an Action of Debt due by booke wth Damagts to ye value of eight pounds according to attachmt.

In the Case depending Inwoen the Worshipful Major Pynchon Plaintiffe, & the Relict of Florence Driscol defendt. The jury find for the Plaintiffe 5lb. 6s 1d. & costs of Court which are as p bill allowed in Court & on file:: 00. 16s. 08d.

Thomas Dickenson of Hadley appealed from the Judgmt of the Commissionrs Court of Hadley to this Court, in an Action of reviu comenced by him agst Sam Church of the sd Hadley upon Complaint of a sheep he Claimed in the said Church his Custodie,

In the Case depending between Thomas Dickenson Plaintiffe & Sam Church Defendt, the Testimonies in the Case being read in Court & transferred to the Jury they brought in their verdict that they find for the Defendant, that they Ratific the former Judgmt (It being an action of appeale) & find for the Defendt. Costs of Court, wch are as p bill allowed of in Court 2. 10. 00.

Mark Warner Plaintiffe having prosecuted a case in the comissioners Cte at Hadley against Tho: Dickenson Defendt, & the said Court binding the sd Parties over to this Court; the said parties appeared in Court & declared ye selves desirous to leave their Case to the Judgmt of the Jury, the which the Court granted yt, so they agreed to enter their action, wherein the said

Marke Warner is Plaintiffe Contra Tho: Dickenson Defendt for that the sd Tho: Dickenson detained & witheld a parcel of Railes, wch the said Warner Claimed, he the said Dickenson neglecting & refusing to deliver the said railes to the sd Warner

In the Case depending Inwoen Mark Warner Plaintiffe & Thomas Dickenson Defendant, the Testimonies & Evidences in the Case being produced & Read in Court & transferred to the jury, ye jury brought in their verdict, that they find for the Plaintiffe, that the Defendt hath on=

justlie

justlie taken & withholden the plaintiffes nailes sued for, & costs of Courte, (the Criminal part of it being left to ye Cortts Judgment) The costs of Court as by bill allowed & on file, 02. 11. 04.

The Comissioners for the opening the votes in Hampshire made Returne made to this Court, April: 29th 1679: And it appeares that the Worshipful major Pynchon is chosen Countie Treasurer for the yeer Ensuing::

Jn° Stebbins of Northampton dying in an vncal way, & manner as attested by a Jury of twelve men as by the Paper upon File Appeares, In which Paper the Inquest of the Jury is brought in, wch is in several particulars, as. 1. a Warmth & heate in his body, that dead persons are not vsual to have; 2d. They found four places upon his breast that seemed to have been pynched, Tho: Hastings the Doctor, informed Jt, In his life time, there was a swelling between the Pinches. 3d. They find his neck very flexible, so that wth ease, It might be moved, as a living persons. 4d. upon the Small of the Backe & below it they find several Hundred of Spots smal ores, as if they had been shot wth small shott, wch being scraped, they found holes in his body under the spots, 5thly they found a great Scab or Scar upon his short Ribs on his right Side, wch they tooke off, & underneath they found holes wch went into his body:

The aforesaid Jury being summoned a second tyme —

And havinge agayne reviewed the body of Jn° Stebbins, they found as formerly, only his body seemed somwhat more cold, his joynts more limber, & testicles sorely wounded, which they discerned not before, Also a bluenes on his Sides, wch was not before; To the aforesaid, the Jury; viz: Leiut: Wm Clarke, Beacon Holton Joseph Parsons, Tho: Hastings, Ens: Jn° Lyman Jn° King, Isaac Shelding David Burt Wm Wm Jeanes, Alexander Edwards, Timothy Baker Jos: Hawley tooke their Oathes in this Courte, April: 29th. 1679: al except David Burt, who was not pseent::

Nicholas Worthington being pseented to this Court, as Chosen Constable for the Town of Hatfeild tooke his oath in Court accordingly:

Clemens the wife relict of Tho: Mason Deceased, exhibited to this Court Apr: 29. 1679: an Inventory of the Estate of her deceased Husband, to which she made Oath, & is on file wth the Records of this Courte, & power of Administrato is by this Courte granted, to the said Widow Clemens Mason, respecting whom, Two Testimonys were produced in Court, respecting the said Tho: Mason his makeing over al his Estate in Words to his said wife, there appearing no other heiers to the Estate at pseent, The Testimonys follow, Imp:

The Testimony of Isaac Shelding Senr: aged 50 yeers or thereabouts, who sayth, that being wth Goodman Mason in the Time of his Sicknes, the day before his death, & questioning wth him about Setling of his Estate, he then replyed to mee, That as for his out ward Estate, I shal Leave that with my wife, & further Sayth not:

Isaac Shelding of Northampton made oath to the above before this Cortt: April: 29th 1679:
Sam: Partridge Clerk.

The Testimony of Jonathan Hunt, aged 39 yeers, who saith that upon some discourse with Goodman Mason concerning the Settlent of his Estate, He then replyed, that as for his Estate if he dyed before his wife, he would Leave it wth her to dispose of it, as she saw meet, or words to that effect, & further saith not, Sworn In Cortt April. 29: 1679: Sam: Partridge Clerke —

Whereas Wm Miller of Northampton having been complained of, respecting a false report relating to a Sick Indian, &c: both at Northampton Cortt March: 27. 1678. & at Springfeild Cortt: Sept: 24. 1678. & at both Cortts was required to produce his Evidences, that he had it as he said of one Crooke In Connecticot Colony, & at the aforesaid Cortts he not makeing it appeare to be as he said, was fined as a fine to the Countie 10:s & now at this Cortt producing sufficient Evidence, as by the Testimonys on file, He was by this Cortt Released of the sd fine of. 10:s

Ebenezer Strong chosen Constable of Northampton being pseented to this Cortt as chosen Constable for that Town tooke his Oath in Cort accordingly:

This Court upon Consideration of Countie Dues for several wolves killed in the limits of this Countie, have granted a Countie Rate to the Countie Treasurer amounting to ye Quantitie of an halfe single country Rate, to defray such Charges or Dues.

Md Jonathan Russel of Hadley, being allowed by the Honrd Gen: Cortt to the Freedome of this Colony, appeared at this Cortt, & tooke the Freemans Oath accordingly::

whereas Thomas Cooper of Springfeild ffented an agreem^t Relating to the Estate of his father Thomas Cooper deceased, Desiring that the agreement mighth be made Nul by this Co^rt. & it appearing that there are several of the Children concerned in it, This Courte concluded to refer the busines to the next Court in September next; That al persons Concerned may then appeare & ffent what they have to say In the Case: the agreem^t is upon file.

John Field of Hatfeild wth the widow Billing ffented to this Courte the last will & testament of Richard Billing Senr Deceased wth the Inventory of his Estate, to wch Will & Testament Thomas Hastings & Sampson Frary made oath, that it way the Last will & Testam^t of the said Richd Billing, wch he made being of sound mind; To which will Jno Field is Executor, & he ffenting as aforesaid the Inventory of the Estate, thereto made oath that It was a true Inventory, & they both are laid up wth the Records of this Court; the Estate is left to be disposed of, according to the will of the deceased.

Thomas Haile of Hadley havering been by the honrd Gen^ll Court allowed of to the freedom of this Colony as ffe Certificate under the Secretarys hand, tooke his oath in Court accordinglie

Samuel Porter being by the Town of Hadley chosen Constable for ye Towne tooke his oath in Court accordinglie

Abigail the Relict of Jno Stebbins deceased Exhibited to this Court the Inventory of her late husband deceased his Estate, to wch she made oath, wch is reported wth ye Records of this Court, & power of Administraton upon the said Estate is granted to the said Widow & Samuel Barlet her Brothr, the settlem^t of the Estate being Left & referred to the next Court at Springfeild, in Septeber, the Eldest son being not ffent at this Court, who is to have warning by the Rest of the heires or Joint-heires of the said Estate to be ffent at the said Court.

Tho: Hastings ffenting a Petition Respecting his desires to have a licence granted him for the practice of Physicke & Chirurgery, This Court have Respited their determination in the Case to the next Countie Court in Springfeild:

Whereas John Evens & Mary his wife presented to this Co^rt a Petition relating to a Settlem^t of their Lands at Deerfeild, upon Jno Evens, he Engaging an allowance to the Two Children, as Portions when they come to be of Age, & the Lands also being bound for ye paiment thereof; This Court considering their Petition, as also that the Lands in Deerfeild at ffent are of little value, & the Rest of the Estate, almost alreadie wasted & Spent, and the said Lands also are not fully assured to him against al other titles, which Security the said Evens is to Looke after, And upon these Conditions the Court allowes unto the said Evens & his wife Mary the whole of the Estate, both the aforesaid Lands & the moveables to be to y^m for ever Provided they pay as Portions to the Two Daughters of Experience Hindsdal (the first Proprietr of the said Estate) the ful Sume of Tens pounds ffe price, wch is to be paid to y^m when they come to the age of eighteen yeers: And the said Lands are to stand bound for the paym^ts of the said Portions—

Thomas Dickenson being ffented by the Jury for unchristian & contemptuous behavio^r In the Church of Christ In Hadley, to the abuse, & unworthy notorious highkanded undervalueing of ye pr^ecious ordinances of the Gospel, & Church of God; This Court being desirous to have a due sence of, & to bare due testimony ag^st such wicked motions, as also that the ordinances & worship of God may be maintained & Defended against such abusive & calumnious persons, by such unworthy carriages, have more seriously considered his fact, In conjunction wth his Crime whereof he by the verdict of the Jury [illegible] in in the case depending between him the said Dickenson & Marke Warner appeares to be guilty, & do adjudge the said Tho: Dickenson to pay as a fine to the County Treasurer the Sume of four pounds.

Jno Cowles of Hatfeild presenting a motion to this Court, relatering to some charges expended upon the Counties Service in the keeping of James Carver, a delinquent, for several abusive & Lascivious Carriages, which Charge a Record thereof is entered in the foregoing Records, viz: March 26th 1678. the account of wch is partly for eleven weekes diet of the man, at 2^s 8^d ffe weeke, which this Court allowes him; & the Total Sume being one pound seven shillings & six pences is to be paid to him out of the Countie Treasurie.

Leiut: Samuel Smith, mr Peter Tilton & mr Philip Smith were pſented to this Court, & allowed of for Comiſioners for the Towne of Hadley, & tooke their oathes in Court for the diſcharge of their Trust.

Alſo Leiut mr Clarke & Deacon Holton, & Enſ: Jno Lyman were allowed of for Comiſioners for the Town of Northampton & tooke the Comiſioners oath in Courte.

Nathaniel Dickenson Petitioning the Court the 10th many arguments, & acknowledging of his neglect in not appearing to wait on the Court as Jury-man, the Court having considered thereof, have remitted him the said fine of 6s & 8d.

This Court having spent much time in considering the returne of the Jury about Jno Stebbins his death, & having enquired into the Testimonies & the suspitions of witchcraft, by giving Samuel Bartlet opportunity to bring in all that can be come at that way, upon the hearing & weighing all that Hath been pſented in Court, See not Good to fasten upon any person, so as to order restraint or to require further attendance at pſent, yet the matter being solemn & serious we do apprehend it our Duty, to transmit all the Testimonies to our honored Gouernor & Magistrates, Intreating their pſual & Considerato of the Case & to act therein and thereabout, as they shal see meete: It is ordered that the Testimonies be delivered to ye Worshipful major Jno Pynchon to be delivered & explained as aboues:

Jno Matthews of Springfield being bound over by the Court at Springfeild Sept: 24th 1678. for his appearance att this Courte, & he not appearing in Court, according to bond, the Court declared the ſd bond to be forfeited, yet respiting the exacting ye forfeiture at Springfeild: till the next Court

Thomas Webster pſented to this Court his desires to bee freed fro militarie watching & warding, Because of his blindnes of one of his eyes, & thence of unfitnes for such services therefore this Court doth free him fro such militarie Exercises:

There being four persons pſented to this Court by the Towne of Hadley for their tithing men. viz: Jno Hubbert Senr Joseph Worreme Tho: Haile & Sam: Tithing men for this yeer ensuing.

Jno Bridgman being Chosen to the office of a Sealer, or Clarke of the Market for the Town of Northampton tooke his oath in Court for the performance of that office.

Alſo Jonathan Hunt tooke his oath in Court for the discharge of the office of a packer for the said Town of Northampton

Whereas widow ~~Sarah~~ * Mary Graves the 10th her Children appeared in Court, April 29th 1679. & declared themselves desirous to have a settlement of the Estate of Serjeant Isaac Graves their father & the widows Husband deceased, & the great Care & Love that was maintained in the widows Husband deceased towards her, being well known, and testified by theoctal, so that it is unquestionable but that he would have taken sufficient care for his ſd wifes maintainance before his death, had it not been so suddenly & unexpected, as alſo because of her own weakness & incapacitie to manage her part to advantage for her maintainance, & by reason of the difficultys & hazzards of occasions in these times together the other accounts & reasons; Therefore this Court to shew their readines to make sufficient provision for widows, have & doe allow onto the said widow the ful Thirds of the whole Estate both real & personal of her Husband deceased to be set out to her viz. a Third part of the Lands belonging to the said Estate, & a Third part of the moveables belonging to the said Estate as alſo such of the moveables, as the widow shal make choice of, at the apprizement in the Inventory of the estate to be to her for ever, she the ſd widow being engaged that the said Estate in Lands shal not be alienated fro the children of the said Serjt Isaac Graves deceased, but be by her disposed amongst them according to her best discretion at her decease; And as to the remainder of the Estate of Serjeant Isaac Graves deceased, the division thereof amongst the Children shalbe thus disposed; There being eight Children, the Estate shalbe divided into nine equal parts

equal parts, of wch the Eldest son is to have two equal parts as his Double portion, The Rest of the Children being Seven, Two whereof are Sons, They. viz the said Two Sons are to have ten pounds p peice more then the Rest wch are daughters & the five Daughters are to abate equally out of their said shares, so much as wil make ten pounds p peice to the sd Two Sons, wch is to be divided out of the Daughters Shares, according as the Administrators that Judge meet & most convenient for them at: And those that have already received of the Estate any valuable Consideration, It shalle accounted as part of such joint-heires portions. The Estate of those Children that are under age, & undivided shalle at the widows & Administrators disposse, for helpfulnes in their bringing up & Education, til they come to be of age, & then to be set out to them respectively: And because there hath been a matter of Difference between Eleazar Frary & the widow & administrators Respecting what he hath had alreadie: This shew that as now they agree, so the Court allowes of it, that what Eleazar Frary hath had alreadie of the Estate shalle accounted as Ten pounds of his share or portio: Also Samuel Graves (who hath formerly been an Administrator to the Estate) declares himselfe willing to lay down his Administrator-ship, he affirming & the widow owneing yt he hath not as yet administred on the sd Estate, This Court doth release him & dose now apponit Edward Church & Samuel Church her brothers as Administrators to joyne wth the widow in administration on the said Estate of Isaac Graves deceased: The aboveesaid settlement wth the other things relating to the Compleatm of it, The Court, April. 29th. 1679. approves & allowes

attest. Samll Partrigg. Clerke

The town of Southfeild being presented by the Grandjury, for that the high wayes belonging to the Country wch in their precincts are much Defective, This Court appointes that they be warned to the Countie Court in Septemb next to answer for yr neglects upon that account.

Serjt. Caleb Stanley of Hartford presented to this Court the attested coppy of the last wil & Testament of Elizabeth Bacon Deceased together wth an Inventory of her Estate, & the Settlemt of the same, by his attourney Capt Danll Clarke, the said Stanley being Executr to the said wil, & it appearing that the County Court at Hartford in Connecticott Colony March: 6th. 1678/79 had Considered approved & Confirmed the same; the wch, may much as a Considerable part of the Estate is in this Colony, wch in this County of Hampshire, in Hadley, This Court likewise doth approve & Confirme wt the Court at Hartford aforesd did, seing no Reason to alter their act & Confirmation thereof — The coppys of the wil & Inventory are upon file.

At a County Court holden at Springfeild

Sept: 30th: 1679:

For the holding of this Court there were present the Worpfll Major Jno Pynchon Esqr One of the honrd Assistts of this Colony

Leiut: Wm Clarke, Mr Peter Tilton, Leiut. Samll Smith } Associates

According to Certificate from the Secretary at a Genll Court, Boston, May: 28th. 1679. That Leiut William Clarke, & Mr Peter Tilton, & Leiut Samuel Smith were allowed of & approved to joyne wth the Worshipful Major Jno Pynchon Esqr, for the keeping of the County Courts in Hampshire the yeer ensuing, they were present and tooke the Oath of Associates:

The Jurymen were
Quartermr Colton
Japhet Chapin
Jno Hitchcocke
Jno Dorchester
Charles Fletty
Ens: Jno Lyman
Cornet Jose: Parsons
Jno Hubbert Senr
Joseph Warrener
Jno Cole
Ens: Samll Loomis
Nathan Weller

Major Jno Pynchon Esqr Plaintiffe p Contra Timothy Cooper Defendant, in an action of Debt, according to Attachmt, In the Sum of 114. 07. 09. money, wch the forbearance thereof for four yeers 7 p Cent 31. 02. 03
the whole being 145. 10 00
wch all other due damages —

In the Action depending between Major Jno Pynchon Esqr Plaintiffe contra Timothy Cooper Defendt, the attachmt, the Evidences (wch are on file) were produced & read in Court & comitted to the Jury, who brought in their verdict, that they find for the Plaintiffe one hundred thirty and eight pounds ten shillings, money, & costs of Court:
The Court costs, for serving of attachmt two shillings for entry of the Action twenty shillings, & three days attendance at Court eighteen pence p day. four — shillings & six pence, & for filling of three papers. six pence, The Total of Courts Costs . l. 7. 0.

Mr Jonathan Gilbert of Hartford Plaintiffe p Contra Samll Holton of Northampton Defendt, according to Attachmt, in an Action of Debt in the Sum of twenty pounds or thereabouts wth Due Damages
In the Action depending between mr William Pitkin Attorney for mr Jonathan Gilbert, & John King Attorney for Samuel Holton, the Attachmt, testimony & evidences, which are on file, were produced & read in Court & comitted to the Jury, who brought in their verdict that they find for the Plaintiffe, — Sixteen pounds, eight shillings & ten pence, & costs of Court, as by bill allowed of in Court, appeares to be one pound eighteen shillings, wch is filed up wth the Records of this Court. But upon the desire of the Defendt that Execution might be delayed a moneth longer then the legal terme, & his engaging to be responsal wthout giving any further trouble because of such protracting of the Execution, This Court the Plaintiffe consenting, grants Respite of Execution

Jonathan & Joseph Ashley Plaintiffes p Contra Isaac Morgan Defendt, According to Attachment for neglecting or refusing the performance of a bargaine for the boring a parcel of fence.
In the Action depending between Jonathan & Joseph Ashley Plaintiffes and Isaac Morgan Defendt, the Attachmt & the Evidences were produced & read in Court & comitted to the Bench, & they find for the Plaintiffes four pounds in Worke or other Country pay by the end of the ensuing March: Anno: 1680 If the sd Jonathan Ashley demand it:

Mary Smith (now Mountague) Relict of Jos Smith sheweth that she hath some yeeres past, given into the Court an Inventory of the Estate of her husband deceased, asserting then it was a true Inventory for ought she knew, yet since the finding apparently, that there is Thirty pounds of that Inventoryed Estate that is Legacy bequeathed to her two Children, by their Grandfather William Partridge, as also that there is Thirteen pounds due to the Estate, wch was not Inventoried in the Inventory, she desires that this Court would take some sure Course that this thing may be no snare in time to come; This Court do therefore allow that the Thirty pounds mixed wnewares wth her husbands Estate be accounted as debt due fro the Estate,

& order that there be a Deductio of the said thirty pounds Legacy, before there be any Distribution of the said Estate, & also that the thirteen pounds not Inventoried, be looked upon or accounted as a true part of the Estate of the deceased, & that the Recorder may enter the 30 pounds legacy a debt due fro the Estate, & the 13 as a true due to the Estate in the Original Inventory of the said Estate

William Brooke Jonathan Taylor Sen & Jno Clarke al of Springfield, petitioning this Cort for freedome fro military Trainings. are accepted in such their desires —

James Ryrand George Jeffery & Thomas Remington Sen. al of Suffield, pSenting the like petitions are granted their Petitions —

Whereas the Settlem of the Estate of Jno Stebbins Sen of Northampton deceased was by a Court of Adjournm April: 29th 1679 respited to this Courte, the widow of the sd deceased & the Children of the sd deceased did appeare in this Cort for the attendance of that worke; when also the widow Abigail Stebbin did pSent her petition to this Cort that they would set out such a part of the sd Estate, as might enable her to bring up the younger Children: & this Cort being desirous to ease & releive the widow, & likewise to carry it as a father to the fatherles, & considering that the widow hath that difficult taske of educating divers smal Children do for her encouragm in that worke, appoint her to have a 3d part of the moveables set out to her as her own proper Estate, which third part is Sixty pounds & that she have her ful Dowry, or third part of al the Lands & houses that did belong to the said deceasd, set out to her use & improvem, & some other helps & encouragms as in the Sequel; And after the deduction of the sd widows portio of ye moveables the sum of Jno Stebbins Sen his Estate is accounted as Five hundred & forty pounds. (for that overplus of some Lands found out by a new measuring, exceeding what the Inventory expresses is wel reckoned to be amply helpful to set the Estate fully free of al debts, & make it good £40 which £40 is distributed into 14 equal parts (tho ye number of the Children is but 13) that so the Eldest son Jno Stebbin may have two parts, w hichis. 77. 02. 10: And the other Sons wh are five viz. Benoni, Samuel, Thomas, Joseph, & Benjamin forty pounds apeice, wh is 200: & the Daughters which are Seven viz. Abigail, Hannah, Mary, Sarah, Deborah, Rebecca, Thankful, Thirty four pounds p Child, wh comes to 238 who are al to have their portions at age respectively according to Law: Now in the Division there wilbe remaining of the Estate of £40 — 24. 17. 2. Which remaine of 24. 17. 2 this Cort doth order to the abovesd widow, as farther encouragm; & do order her the widow to have ye Improvement of the Estates of the Younger Children for their Education: whose Estates if any of yn dy before they come to be of age, or have their portions set out to yn, is to be shared equally among the Surviving Children. And in as much as the Administratrix & Children in Cort nominated m John Strong, Medad Pomry & Jno King to assigne the said widows Dowry, this Court doth allow & authorize them a Committe for that purpose, to set out her Just Thirds in Several in metes & bounds: And in al this Division or Settlem the Lands at Deerfield are not medled wh; but the widows part & the Children parts in those Lands at Deerfield to be set out to yn according to this Act of Settlem of yd Estate. And by this Settlem it is ordered that the Lands be wholy to yn Sons, they paying to the Daughters their portions, as also that the Lands be bound or to the performances of the pmises.

Philip Mattoon of Springfield being bound over to this Cort for breach of the Kings peace, & Confessing his fault, & promising to carry himselfe better & more suitably in time to come, was discharged of his bond

Jno Downing of Hatfield being by the Grand Jury pSented to this Cort for the breach of peace, doth bind himselfe in the bond of five pounds for his appearance at the next Court at Northampton, & his abiding the pleasure of the sd Cort, & doth give in his Land at Deerfield for Security,

Jno Matthews being pSented to the Cort at Springfield, Septr 24th 1678. for his misbehavior, And Quartlm Coulton & Benjamin Parsons becoming Surety for him for his good behavior til the next Cort at Northampton, as also for his appearance at the sd Cort & his abiding the pleasure of the said Cort, & the said Jno Matthews not appearing at the said Cort at Northampton April: 29th 1679. bring an adjourned Cort; That Court did Judge

the bond forfeited, but did respite the Exacting of the forfeit, til the following Court at Springfeild, where this Court doth remit Three pounds of that bond, so that the said Sureties of Jo: Matthews pay but forty shillings.

Katherine Marshfeild petitioning this Court that the Dowry part of her first husband Nathaneel Bliss deceased his Estate might be assigned to her by this Court, & this Court finding that the whole Estate of her said husband both Lands & moveables were al settled on her by the Commissioners of Springfeild March: 5th. 1665. she paying out of it as they determined to the Children: & the Division of the Estate that fell to the sons Samuel & Nathaneel being onely twelve pounds, the County Court at Springfeild 5th. Sept. Anno: 1665. did determine that that twelve pounds should be paid to the Sons (i.e. eight pounds to Samuel & four pounds to Nathaneel) in Lands as they were inventoried, & appriced, she having al the remainder of the Estate to her selfe, as her own propriety, This Court cannot but judge, that she the Relict of Nathaneel Bliss deceased hath had more then her thirds alreadie, & se not that she hath any right of thirds to those Lands ordered to her sons Samuel & Nathaneel, she having above a third of the Lands cleare to her selfe for ever, & al the moveables, out of which she was to pay to the two daughters four pounds a peice: And because the Sons Samuel & Nathaneel do differ respecting the division of the Lands that hath been made to them, & do commit themselves to this Court to issue their difference for them, This Court do therefore appoint Benjamin Parsons & Jonathan Burt Senr to lay out those Lands to the Two Sons, according to the foresaid act of a former Court, in their best discretion, & this Division done by them to be a final issue of this matter.

Thomas Cooper & his Sisters presenting their petitions to this Court, that they would please to make a distribution or settlement of their fathers Estate; This Court having heard the allegations & pleas of parties Concerned, & considering that Thomas Cooper is the onely surviving son of his father Leiut. Thomas Cooper, & it appearing by a letter of his father to Mrs Goodyer (which is on file) that the said Leiut Cooper before his sons Marriage with her daughter did signify to her, that he did not Question but that he should make his portion worth above an hundred pounds: & it appearing by the Inventory of the said Estate, that the Estate is two hundred eighty seven pounds, eight shillings; And the Debts forty seven pounds: eight shillings. So that the Cleare Estate is Two hundred & forty pounds; of which one hundred & fifty is set out by this Court, some to the Relict of the said Leiut. Tho: Cooper, other some to the Daughters of the said Leiut: Tho: Cooper; This Court doth therefore order that Thomas Cooper the onely Surviving son of the said Leiut. Tho: Cooper have al the Lands & Estate undisposed, he being to pay to his mother Twenty pounds out of the moveables, in such goods as his mother shal desire, & the Thirds of al the Lands & Houses, during the terme of her natural life; & that he make up his Eldest Sister Sarah Day her portion forty pounds; & that he make up the other Sisters portions Thirty pounds apeice, & that he pay the Debts of the said Estate:

The proprietors of the feild on the west side of the great River over against the Town of Springfeild having referred themselves (by petition on file) to this Court, to determine & declare who of the Proprietors of the said feild should maintain the fence on the West side of the new high way there appointed to be laid out, & confirmed by order of a Court, March: 26th: 1678. & confirmed & settled by the following Court. Sept: 24. 1678. As also who should satisfy for so much of the New high way as is taken out of their homelots there, more then the Two rods the Town have allowed for an high way there.

For the first, The proprietors on both sides having alleadged & pleaded what they could, or saw meet, & this Court having seriously weighed their pleas, & finding it to be apparent by a Town Act & record, that at the time, when those Lots on the west side of the River, that do abutt on the great River, were admitted to the terme or priviledge of homelots, or to be accounted as part of the Town Plat, At the very same time the great River was ordered & accounted to be a sufficient fence to the Generall feild on the west side of the River & so to those Lots now homelots, abutting on the said River, = Therefore this Court doth judge & determine, that not the proprietors to the feild in Common, but the proprietors to those Lots, now homelots, on the west side of the great River should maintaine the fence, on the west side of the way on their own Lots, or homelots.

homelots; the proprietor of that feild, who dwell on the East side of the said River not taking away their fence, yt they there have set up:

And for the second this Court declares that the Town should make satisfaction for the Land that is taken out of their homelots more then ye two rods the Town have allowed & ordered for an high way:/

The Select men of the Town of Springfeild signifying the Townes Intent to settle a smal village or Town out of their Towns Lands at a place called Freshwater-brooke, & moveing this Court to appoint & impower a Comittee according to Law, to order after what manner or forme the people shall settle there, this Court doth accordingly appoint & impower Major Jno. Pynchon Esqr, Benjamin Cooley, George Coulton, Samuel Marshfeild, or any three of them major Pynchon Esqr being one of them, a Comittee, to view & consider the place, & give Direction in writing under their hands, in what forme the Town shalbe settled & erected, so as to live neer together for security agt Enemies, & other good ends, & according to the direction & order of the said Comittee the Inhabitants are to build, & settle ymselves there & not otherwise:/

Samuel Ely upon his Desire, that his grant for keeping an house of publike entertainment, & for sellings wines Liquors & other drinkes may be renewed to him for the yeer ensuing, this Court accepts of him herein, provided he take hood of Disorders, & keep good order in his howse.

The Town of Suffeild, alias Southfeild, being presented to the preeding Court at Northampton for defects in the County high wayes, wch in the limits of their Towne, between Westfeild & Windsor, & for want of Bridges, were ordered to be warned to this Court, accordingly they did appeare, & make answer, that they were under the power of a Comittee, & so cant of ymselves assume any such authority, as to warn or order any of ye Inhabitants to any such worke, & so they were discharged by this Court; But being there is Information given, that there is a better way for their Town to Westfeild, To the end, that there may be the most convenient high wayes for Travellers; this Courte doth order & appoint Samuel Marshfeild, & Thomas Cooper of Springfeild, & Thomas Dewey & David Ashley of Westfeild, to be a Comittee (having such of the Inhabitants of the Suffeild as are most skillful in those wayes, or best know those Lands wth them) to travel, & view those lands & passages sometime wthin a months space, to find out the best places, in which to lay out such high wayes wthin the limits of the Township of Suffeild, as also to determine where & how the high wayes between the Townes mentioned shal lye, wch they may lay out towards their medowes, provided, they have due respect to the Conveniences of Travellers, & what they doe determine herein, they are to make returne thereof to the next Courte at Northampton: Also this Court doth order, that according as this Layeing out of the high wayes shal necessitate the makeing of any bridges, that the Inhabitants of Suffeild shal make & maintaine such bridges: For the worke of the Comittee, Samuel Marshfeild is to appoint the time of meeting:/

At a County Court held at Northampton March: 30th: 1680.

Where were pesent for the holding of this Court Major John Pynchon Esqr, One of the honoed Assistants of this Colony.

Leiut: Wm Clarke, Leiut Samll Smith, Mr Peter Tilton } Associates

The worshipful major Jno Pynchon Esqr Plaintiffe p contra Richard Excel of Springfeild Defendt, for wth holding neglecting non-paying of A debt of Sixteen pounds seven shillings due for many yeers wth al due Damages, & al according to attachmt:

In the Action Depending between the worshipful Major Pynchon Plaintiffe, & Richard Excel Defendt, the Testimonies & Evidences in the Case being produced & Read in Corte, & committed to the Jury, they brought in their verdict that they find for the Plaintiffe Sixteen pounds seven shillings & costs of Corte — p. Bill —

The Jurors were,

Medad Pomery.
Serj^t Jno King.
Timothy Nash.
Leiut Jno Maudsley.
James Warrener
John Warner
Chiliab Smith
Eliezer Fracey
Philip Russel.
Jno Clarke.
Sam^ll Alline
Sam^ll Davie

allowed in Court, one pound three shillings & four pence.

Samuel Laane Plaintiffe, contra Thomas & Nehemiah Dickenson's Defend^ts, Executors to the Last wil & Testam^t of their father Nathaneel Dickenson Senior deceased, for the the said Thomas & Nehemiah Dickenson's their neglecting as they are Executors, as aforesd, to deliver to the said Laane, one Sixth part of the medow, or the value of it, wch by the said wil was given unto Francis Dickenson, & by her granted & passed over to the said Laane, unto a Surrender of the same wth Damages to the value of five pounds, & al according to attachm^t on file.

In the action depending in Court beween Samuel Laane Plaintiffe & Thomas & Nehemiah Dickensons', Executors to their fathers last wil & Testament Defend^ts. The Testimonys & evidence in the Case being produced & read in Courte, & passed to the Jury, they brought in their verdict, that they find for the Plaintiffe, that sixth part of the Land that he sued for, & costs of Corte, as per bil allowed in Corte: viz: £. 3. 6.

The worshipful Major Jno Pynchon Esqr Plaintiffe contra Jno Stebbeins in defend^t, for non payment of a debt due to him in the sum of eight pounds fifteen shilings in wheate wth damages to the sum ~~aboves^d~~ expressed in the Attachment

In the Action depending in Courte, between the Worshipful Major Pynchon Plaintiffe and Jno Stebbeins defend^t, the Testimonies & evidences in the Case being produced & Read in Corte (wch are on file) being transferred to the Jury, they brought in their verdict that they find for the Plaintiffe, 8^li 15^s — & costs of Corte, as bil allowed: 17^s. 08^d

Isaac Morgan of Springfeild Plaintiffe contra widow Crowfoot of the same Towne Defend^t; for not performing a bargaine of Co-partnership wth the s^d Isaac Morgan about fencing in a Medow of Goodman Ashley to his the s^d Isaac Morgans damage, viz five pounds wth al other due damages, & al according to attachment,

In the abovesaid action depending in Courte betwixt Isaac Morgan Plt: & the widow Crowfoot Executrix to Joseph Crowfoote defend^t, the Testimony & evidences being produced & read in Courte (& are on file) the Jury brought in their verdict, that they find for the Defendant Costs of Corte, as bil allowed, 08^s 06^d —

By Certificate under the hand of the Secretary of the honored Gen^ll Corte, It appearing that John Warner, James Warrener, Jno Clarke, & Jno Hannum al of this Colony were approved to the freedome thereof, tooke their oathes in this Corte accordingly,

Whereas Jno Feild of Hatfeild wth in this County of Hampshire, was by the last wil & Testament of Richard Billing of Hatfeild deceased, made by him an Executor to the said Billings Last wil & Testament, & appearing in this Corte, & desiring a releaſe of his Executorship, & likewise presenting a faire accounts in two Papers (on file) together wth a copy of the Inventory of the said Billings Estate, wch acco^t the Corte accepted, & upon his desire of Releaſe, it appeing that he hath been honestly minded as to the s^d Estate; onely would be freed fro further trouble on that account, upon wch the Corte granted him his desires, & Released him of the said Executorship.

And whereas Thomas Meekins, Senr being an Executor together wth Jno Feild to the Estate of Richard Billing Senr deceased, wch Executorship he always renounced, And this Courte considering the s^d Billings Estate, & the Children of his son Samuel, who by his wil appeare to be Legatees or heires to the said Billings estate, As also that Samuel Belding who hath married the ~~widow~~ mother of the said Children seeming willing to take care, & administration upon the said Estate, he now taking an Inventory which is on file of the Estate, & bringing in what

debts are really due from the Estate; This Court doth Grant the said Belding power of administration on the Estate of the said Richard Billing Senr, & to have the ye of it, for the Education of the said Children Legatees as aforesaid, & the said Belding giveing a good account in time to come of his administring, upon the Estate & disposal of it, to the Ends aforesaid, shall not further be liable to give acct on account of heirship, or any such way.

Joseph Root of Northampton being chosen by that Towne for their constable, As also Nathaniel Dickenson for the Town of Hatfield, tooke their oathes in this Corte accordingly for the Discharge of their trust.

Jno Bridgman of Northampton being chosen by that Towne for their Clerke of the market, tooke his oath in Corte accordingly:

Benoni Stebbeins of Northampton pſenting to this Corte a Petition wherein he shewes his greivance as to some engagemts of his upon the Estate of James Bennet Deceased (his now wifes first Husband) as appeares in the Records of the Cort. Sept: 26th: 1676. And at an adjourned Court: Jan: 10th: 1676. Engaging in the first Court in a bond of forty pounds, for the Securitie of the said Bennets Estate, & in the second engaging to pay, ten pounds to the said Bennets Child, out of his the said Bennets Estate, when it comes to be of age: And whereas that Estate in Boston which is the principall part of the sum in the said Bennets Inventory is under such an intanglemt, so that the said Stebbeins hath & is likely to have but little advantage by it at pſenty, however; And that Estate in Northampton in a wasting posture, & some of that entered into the said Bennets inventory, of his Estate Claimed & taken by others; Therefore on the Consideration aforesd, This Court See meete to release the said Stebbeins of his Engagemt of ten pounds to the child when it comes to age, as pr Courte Order, Jan. 10th. 1676, aforesaid, He yet holding his bond for Securitie of the estate, that is to say what of it is as pr agreemt in Cort. Sept: 26: 1676.

Whereas by ye Honored Genll Corte It is ordered That In order to the Settling of Plantations new Begining: Committes should be chosen for ye Setling & framing of Persons in their motions & actions upon those accounts, And some of the Proprietors of the Town or place Comonly Called Deerfield in this County, shewing themselves desirous that this Court would appoint some meet Persons for the worke & occasion aforesaid as to that Town according to Law afore hinted at; This Courte doe therefore, appoint Settle & impower Leiutent Wm Clarke mr Peter Tilton Leiut: Philip Smith Medad Pomery & John Allice (Al of which, or any Three of which Leiut. Wm Clarke or Mr Peter Tilton Senr be one) to be a Committee for the worke & occasion for the Town of Deerfield afore mentioned.

It appeares In the last Court Records viz: Sept: 24th. 1679. That Jno Downing of Hatfield was pſented for breach of the peace in abusing William Armes by Striking, & it being then Referred to this Court, & the said Downing giving in Bond of five pounds accordingly to the County Treasurer, and the said Downing now appearing In Corte together wth the said Armes, & they wth their Plea & Evidences in Corte making it appeare, that they had been abusively carrying of it one to another, That Although the said Downing was Charged wth ye Breach of the Peace, yet this Corte finding they had both of them failled on that account, And such carriages being Culpable according as the Lawes Declares this Court have therefore ordered the said Downing to pay as a fine to the Countie Treasurie the sum of ten shillings, together wth the Clerks fees, And the William Armes to pay as a fine to the Countie five shillings.

Jno Clary of Hatfield being pſented to this as being chosen Constable to the office of a Clarke of the Market for the Town of Hatfield tooke his oath in Corte accordingly:

Whereas the honored County Treasurer declaring in Corte That ye is Considerable Countie Charges Expended wth in the Countie upon the Account of Wolves killed, which require allowances according to Law, & upon Consideration of the thing, this Court Grantes that there shall be raised by the Countie the full value of Three quarters of a Single Country Rate, to be required according ly by ye said County Treasurer for the Defraying of the aforesd Charges.

Jno Hubbert Senr of Hadley being pſented to this Corte as Chosen Constable for that Towne, tooke his Oath in Corte accordingly.

Whereas the Administrators of the estate of Jno Stebbins Senior Deceased late of Northampton presented to this Corte a paper of some Additions to the Inventory of the Estate aforesd as an account to & from the Estate, & the Ballance made an Addition to the said Estate, together wth a paper of Distribution of the whole Estate, which the Court judge well & approve of and neere according to the Cortes order in Sept Last: 24th day: 1679. & for the freeing of the widow & Administrators of further trouble or quarrels that is or may be amongst them & the Childrens have appointed & impowered the same persons viz: mr Strong Senr. Medad Pomery Serjeant Jno King, that were appointed Last Corte, & by the Administrators & some of the Childrens desires, have added to them David Burt; And what the said persons shal conclude of & Judge most meet & Convenient as to the Division of the said Estate, assigning unto the widow & Children their shares & parts according to the distribution above mentioned & is on file, shal stand & abide good as a ful Issue of the aforesaid Trouble, & whereas the said distribution leaves a smal matter of Debts yet to be paid which we order to be paid by the widow & Children equally, viz: Consonant to the said Distribution: As also the abovesaid Parties or Committee Chosen as Aforesaid have hereby power likewise to set out the widows and al the Childrens parts & portions of the Lands or moveables where they Judge most Convenient for ye al, & that to stand as aforesaid as sufficient assurance of their said Portions or Rights

Whereas the Legatees or children Belonging to the Estate of Samuel Kight Senior Deceased presented a Papir in Corte, as to some Agreem^t of theirs mutually, as followeth, (which Paper is on file) viz. That the widow & mother to the Children aforesaid, shal have halfe the house halfe the barne, & halfe the home Lot next the meadow, comprehending the whole orchard, also halfe the pasture Lying next the house, containing thirteen Acres, moreover One Third of the moveables together with her thirds, of al the Lands not mentioned belonging to her husband Samuel Wright Deceased; And in Case she marry, then to have a third part of the moveables as her owne; The rest of the Estate we Leave to the honored Court to Divide by men appointed by them, amongst the Rest of the Children who are now of age, Reserving a meet Proportion for those under age to be in the hands of their mother, til they Come to be of age. As also Samuel shal have a Double Portion of the Land now, & a single portion of the moveables, the use of the other part of the moveables being to the mother during her widowhood: Further we agree that we wil pay al the Debts due from the Estate equally amongst ol Selves, To wit, our mother One Third Part, Samuel a double part, according to his Proportion wth the Rest of the Children And for the Issueing & concluding of this Settlement in which the Court allows to al the Children their shares together wth the widow hers, This Corte doe appoint mr Joseph Hawly Medad Pomery, Serjt Jno King as a Committee on the foresaid accounts,

Leiut Smith Senior mr Peter Tilton, Leiut Smith Junior, This Court have impowered as Comissioners for the Towne of Hadley, who tooke their Oathes in Corte for the discharge of their trust,

Whereas the County Court at Springfield. Sept: 24: 1679. appointed Samuel Marshfield Thomas Cooper of Springfield Together wth Thomas Dewey & David Ashley of Westfield, together wth some Suitable Persons of the Towne of Suffield (upon Information of a better way to be a Committee or persons Exercised for finding out the best way for a Country way Between Westfield & Windsor, The which accordingly we the abovenamed have attended, though we must acknowledge not so Exactly according to the time, though otherwise according to our best discretion, & do not, nor can find any more convenient place for a Roade as aforesaide, then where it now lies, tho it was pretended upon information aforesaid that ye ye was a better way Northeasterly then the present, which we cannot find, that way being attended wth Sundry bad Brookes or Swampy Places, that must have considerable charges expended to the Erecting & maintaining sufficient bridgs over them to make the way passable, & the Rest of the way, no ways better or more convenient, then the now Rhoade that men usually goe in, & this is according to the best discretion of yor much obliged Servants here Subscribing, this march: 30th: 1680:

Samuel Marshfield, Thomas Cooper, Thomas Dewey, David Ashley } Together wth four of Suffield Inhabitants

This Court accepts of the abovesd Returne of the abovesaid Committee

Whereas Thomas Meakins Senr & Jno Coleman both of Hatfield, who have formerly been impowered as Administrators to the Estate of Thomas Meakins Junr, deceased, appearing now in Court, & shewing themselves desirous to be freed or relieved of further care or trust upon that account & pesenting an account of what they have done in their former trust, which account this Court accepts of upon this Condition, That the said Tho: Meakins Senr. Engage to set the Estate of his son Thomas Meakins free fro al Debts & demands, that were made in his life time by himselfe (& to have no Respect to any other debts) upon wch account this Court willing to Ease the said Administrators of the trouble & care about that Estate, have granted a Release to the said Administrators of the said Care, soe yt that be performed as aforesaid, no further trouble shall be Required of ym as aforesaid, And as to the Estate of Lands & housing, which the said Thomas Meakins Senior hath now Legally Confirmed to his fd son Thomas Meakins heires, & for the Improvement care & oversight of it, for the vse & benefite & behoofe of the said Thomas Meakins Juniors Children have approved & allowed of Jno Allis (alias Allice) of Hatfield, as a Guardian according to Law, to act upo the aforesd accounts, in behalfe of the said Children, who also (as it appears) is desired so to doe by the Relations both of one & goother of the said Children of Tho: Meakins Junr.

Leiut: Willm Clarke Deacon Holton & Capt Aaron Cooke being approved of by this Cort as Comissioners to End Smal Causes according to Law wth in the Towne of Northampton tooke ye Oathes in Courte accordinglie.

Whereas the Select-men of the Town of Northampton made information to this Court relating to the Estate & Condition of the family of Robert Lyman, who being in a very Low condition upo Accounts of Maintainance & things necessary to supplys & bringing up the children & the fd Robert Lyman & his wife appearing in Cort & shewing their earnestnes that their children should not be put out, & this Court finding that what the said Parents spake to be more out of fond affection & sinful Indulgence then any Reason or Rule, & finding great Reason that care should be taken upon such accounts, Doe therefore order & Impower the select men of the Town aforesaid, to set out to some convenient Places Three of the said Robt Lymans Children viz: the Two younger Boyes, & One of the Elder Daughters, to some convenient Places to services as Apprentices.

Also the Select Men of Northampton informing this Cort of the Low & poor condition of the family of Jno Web of that Towne, & his wife appearing in Court & declaring that her Husband is not at home, & can say little to it, yet it appears that there is Greate need of Care to be taken about the setling & placing out of the Children of the said Jno Web, Therefore this Cort doe order & Impower the said Select men to set them out accordingly as Apprentices, only granting a forbearance upon that account til her Husband come Home.

Also Cornelius Merry his Children being Many & little care about their education, it appearing that their father is very vicious, & Rather Learnes them Irreligion rather then any good literature, & therefore this Cort doth impower the Select men of the Town of Northampton to set out as Apprentices two of the sd Childrens; yet allowing them to Respite this matter til Michaelmas next ensuinge.

Whereas the Administrators to the Estate of Isaac Harrison together wth Henry White, who hath now married the widow Harrison pesent in Cort an Addition to the said Estate as also several Debts due from the Estate to the value of . . . . . 24 00 00 so that now it appears that the grt part of the moveables wch were left to the widows dispose, are spent & gone, & little Left for the bringing up the Children; Therefore this Court Judge meet & just that the Widow Harrison together wth her now Husband Henry White should likewise have at their absolute dispose the said Harrisons house & Homestead, viz. The Lot at Hanneth on, The Rest of the Land being about fifteen acres is yet Reserved to be divided to the said Harrison's Children, when they come to be of age according to Law.

Alexander Edwards of Northampton appearing in Cort, & desireing by Reason of his age to be freed from Military Trainings, The which this Cort Grants to the said Edwards freedome only account.

Jonathan Hunt of Northampton being chosen by the Towne of North-hampton for their Packer according to Law, & he appearing in Cort engaged upo his former oath to the same worke to the true performance of his Trust in that office.

Whereas Cornelius Merry of Northampton being by the Grand Jury pesented to this Courte for many notorious offences & Scandalous Speeches & Breaches of the Law, & he not being to be come at, at this Cortes sitting, being gone out of the Town of Northampton, This Court therefore doe Leave the care of the busyness unto the Comissions of Northampton to take the first opportunity to apprehend the said Merry & take sufficient bond of him to answer the said pesentms at the next County Cort to be held at Springfield next September, & to have warning given him accordingly.

And whereas Robert Price of Northampton was pſented to this Courte for Idleness & mispending his time, & being gone out of the way, at this Courtes sitting, This Court doe leave the Examination of the said Price to the Comissioners of Northampton, in Case of his Penitency & humble Confessing his sin & vnworthy carriages, the said Comissioners then to Issue the Case, but if he show himselfe obstinate to bind him over to the next County Courte at Springfield in Septebr next & to be warned accordingly.

Anthony Dorchester of Springfield desiring to have his licence of selling liquors & strong-drinke, & not to be Culpable of the Law, ~~It~~ this Court grants his desire for the year Ensuing,

——Whereas the Inhabitants of the Towne of Springfield pſented to this Courte a Petition Relating to the high way stated & laid by the Counties Coltors order march: 1678. & it seemes by their Addresse, that many of the said Towne are disatisfyed concerning it, which this Court havenig weighed & Considered & finding upon the Court Record Sept: 24: 1679, that the matter as it was formerly settled, soe at the said Septebr Court it was confirmed, that the Town should make paim^t for that part of the high way above Two Rods in breadth which said part being two Rods more added to the first reserved two Rods, this Courte doth not so Cough to alter but doth further Confirme, & determine that the said Towne make payment to the said Proprietors from whom the Land is taken the ful Sum of Twentie pounds, in Case it run thorow the whole Length, as it was laid out by the Committee form^ly appointed, but In Case they Judge or it may be Judged & agreed that It is most convenient or profitable both as to the way & the Towne or Proprietors to have it run but in part ~~att~~ four Rods breadth, viz to Major Jno Pynchon Esqr his Land, & then ~~to be~~ but two Rods breadth, then the said Town to make payn^t of but eighteen pounds, to the aforesaid Proprietors, of the said Land so Improved for the high way——

——Whereas m^rs Clarke form^ly widow to Coln^l Thomas Cooper of Springfield deceased, apparead in Court & desired that her Thirds to al her former Husbands Lands, that she hath not passed away by any Act of hers, might by some meet persons be set out to her vse according to Law, that is to say the vse of it from the hour of her husbands death —— This Court doth order & impower Rolland Thomas Japhet Chapin & Jno Barber of Springfield, to set out by metes & bounds the said m^rs Clarke her widows Dowry as aforesaid; And the said Thomas Cooper being ordered the paiment of Twentie as p order Sept: 24: 1679. This Court Judge it meet & likewise order the said Thomas Cooper to make her payn^t of the twenty pounds in the best or most desired goods of the Estate to the satisfaction & content of his mother,

The settlem^t of the estate of Tho: Miller Senr: ——Whereas there was an Inventory form^ly pſented to the honored Court of the estate of our honor^ed father, Thomas Miller deceased, And the said Estate is not yet settled, We that are the heirs to the said Estate, having (as we can) weighed & considered the same, Doe agree, as followeth, That our honored Mother shal have a Third Part of the whole Estate, & for ye Lands, her third part of it, She shal have that Parcel of Land, which lyeth East of m^r Glovers Lot which is fifteen acres, & six acres on the west end of the home lot being part of the home lot, & that over & above her Thirds of the Lands, She shal have the Remainder of the home lot, which is about seven acres; But this Seven acres wch is above her Third Part, She shal enjoy only during her widowhood & for the Remainder of the estate of Lands; We agree to divide equally amongst us the sons of the aboves^d Miller, Only allowing our Eldest Brother Thomas Miller a double portion — And for our Sisters whose Portions are fourteen pounds a peice: our Brother Thomas & our mother doth engage to pay them: And ~~it~~ further we agree, that when that Reversion of Lands, which is now in our mothers hands, which at her decease is to be divided amongst al the sons, then our Sisters shal have forty shilling ~~p~~ peice of the same, some consideration moving us to consider our Sisters & to allow them ~~more~~ forte shilling ~~p~~ peice more, for y^t it wil make their Portions sixteene pounds, The aboversaid being the pſtatement of the aboversaid Partners, was approved & allowed of in this Co^rt, as a settlem^t of the estate of Thomas Miller Senr deceased, & which was signed to, march: 30th. 1680.

By { Sarah Miller widow. / Thomas T M Miller his marke } { Samuel Miller / John Miller. }

——Whereas there hath been to the great disturbance of the People here Reports scattered up & down of the killing of two Indians near about west field, & it being affirmed that it was Thomas Bancroft Junr of west field, that had wth some others done it, & reported of ye doing of it, upon wch Report aforesaid This Court forthwith Sent for Tho: Bancroft Junr. Luke Hill, & Tahan Hil, & the said Thomas Bancroft & Luke Hil appearing in Co^rt, upon Examination the said Thomas Bancroft owned that he had reported such a thing to Isaac Morgan, Though he recalled what he had said, & peremptorily said, There was no such thing, that any

Indians were killed, saying that he belyed himselfe, & Luke Hill in so saying, & the Court not finding any ground to judge that any were really killed, but that he the said Bancroft had made & reported lyes onely as aforesaid, & considering how hinously wicked such pernicious lying is, & how of ill consequence such false reports are to the whole, In our Respect & another & especially to the said Bancroft as to himselfe, to be going on in such wickednesse, & that the Country hath been much disturbed, & put to charge about this busyne, Have adjudged the said Thomas Bancroft Junr to be well whipt on the naked body, with fifteen stripes well layd on, & pay for the charge of his apprehending securing, &c: Fifty shillings & stand committed til al be performed, & not be discharged til al further charges in committing & securing Him from this time also be fully discharged & paid.

The said Tho: Bancrofts punishmt by whipping was executed on him.

The Languishing estate of the Schoole in Hadley being presented to this Court by the Reverend mr John Russel, One of the Committee for the said Schoole; The Court taking the same into Serious Consideration, and finding in the Records of this Court, that there hath beene Three hundred pounds of mr Hopkins Esqs his estate disposed & ordered to Hadley for erecting & maintaining a grammer schoole there, The managemt whereof for the said schoole was to be by a Committee that was appointed for yt end, viz: the Reverend mr Jn Russel, mr Samuel Smith, mr Peter Tilton: & Capt Aaron Cooke, & finding in the Records holden at Springfield Sept: 24th: 1672. that by accounts then presented to that Court, & by the then acknowledgment of the committee for that schoole, the aforesaid three hundred pound which was disposed to Hadley out of mr Hopkins Esqs his Estate, was then actually in the hands of the Committee at Hadley, & under improvemt there for ye said Schoole, which Court then ordered should be Continued, & improved towards maintainance of a Grammer Schoole in Hadley for Ever; & This Courte Accounting it their Great & Duty, to use al due Endeavors to promote, as al Schooles of Learning in Generall, soe in particular, & more especially this Schoole That hath had such a Foundation & so faire a Beginning; It hereupon became matter of Inquirie to this Court of the Committee, what was become of the said three hundred pounds, & which way It was laid out, & improved for the said Schoole, Who gave this Account, That It was most of it, (by mr Goodwin in his life time) expended layd out upon a Corne Mill, standing upon a streame or Smal River, about two Miles or more up or Northward from the Towne of Hadley, which mil brought in annually a considerable Income to the said schoole, while It stood, But in the time of ye Indian War, the said Mil & hough were burnt downe & ruined, whereby the Schoole is brought Into a Low condition, Hereupon, It being further Inquired into, concerning the Remaines of the said Mil & Damme It appeared, that Three of ye Committee (for the other know not of the act of the Rest til afterward, & then did not consent to it) It appeared, I say, that three of the committee at the motion of the Town of Hadley for the encouragemt of Robert Boltwood to Rebuild the Corne-mil, in the place where it formerly stood, had in consideration of the promise of Ten pounds from the Towne for the Schoole, resigned the place & remaines of the Dam to the Town for that End; Whereupon the remaines of the Dam belonging to the Mil, abovesaid, were by the vote of the Town of Hadley granted to Robert Boltwood, who built thereon; & Thereupon as the said Boltwood present in Court Sayes, he now improves the Mil to his owne use, & as his owne; This Cte well considering the premises, & observing several oversights & Irregularities, in the aforesaid Proceedings & that there is no legal alienation of the mil from the Schoole, nor may it according to Right thus pass away from that Schoole, for which it was firstly built, & to which it was Settled, Doe therefore declare, that the said mil ought to Revert & Returne to the Grammar Schoole & maintainance thereof. All which though forced to declare, (in answer to a Case & Query propounded referring to the School Estate, that we may not allow so great a wrong & evident prejudice to so good & publike a Concerne) Yet doe it with great tendernes & Respect to the Town of Hadley that this voted, & to those of the committee, who acted, (knowing what a day of Temptation & discouragemt it was done in, through fear of the Enemy, & uncertainty of any Estate) as also with respect to Goodman Boltwood & his Estate, which we would not have to be wronged, or suffer in the least degree, & therefore that we may doe him al the Right, which faithfulnes & trustines to the publique interest wil allow us, we do Judge that Robert Boltwood should be fully satisfyed & repayed, what he hath now layd out or disbursed upon the said mil, & may be Justly due to him on that accounte, And this being done the Revenue & profite of the said Mil to be continued & improved according to its

native & original constitution of it towards the maintainance of the Grammar Schoole in Hadley, (which is in part a resolue of the other Query as cast propounded) & the income from the aforesaid mill, wth the Rent of the Land mr Henry Clarke gave to this Schoole, & the farme or Lands given by the Towne of Hadley, wth other Donations, This Courte hopes wil after a little time set the schoole upon it legs againe, Especially if the two hundred & fifty pounds that is to come to this Schoole from mr Hopkins Esqr his Estate in England can be gained, & in the meane time we advise, that what shal come in from the Lands mill, & other ways be imployed til a schoolmaster begot, towards payment of Goodman Boltwood for what hath been out on the Mill, & to pat=ling of the farme belonging to the school under a way of Improvement, so as to bring in a yeerly Rent & Revenue for the Ends aforesaid: Yet we See not but that something of the Donations to a Schoole att Hadley may for the pſent (If ye Comittee See Cause) be allowed, to the Support of an English schoole there.

Joseph Kellog & John Kellog in a Riotous manner contending, in high & vehemt words against John Dickenson, soe that it was feared they would have gone to Blowes in Samuel Barnards house, but being forbid quarrelling in the house they urged John Dickenson to goe forth with them, & at last John Kellog prvailed wth John Dickenson to goe forth wth him, & Joseph Kellog went out after, & then came in & said his Brother had done his busynes, It being taken that he meant in relation to Jno Dickenson, & sometime After, to wit the same evening, John Dickenson had his collar bone broke, & other bruſes about his head, &c: John Dickenson Charging it on them, & particularly af=firming that John Kellog threw him down on a log, whereby his bone became broke, & also gave him Sevral Blowes after, This Courte hevenig Sense of the ill & dangerous Con=sequeneys of such quarrels & fightings, & that they may beare due Testimony against such riotous actes & disturbances of the Peace do judg meet & hereby doe fine the said Joseph Kellog forty shillings, & John Kellog three pounds to the Countie to be forthwith paid or Secured, the which Lieut. Joseph Kellog their father engaged for: And Moreover because that John Dickenson is Dangerously wounded, & we know not what may begi=ſſue thereof, Therefore for the Security & indemnitie of Jno Dickenson (& that he may have due Satisfactn for loſs of time & Damage, according as it shal hereafter appear to be meet) do order the said Joseph Kellog Junr to become bound in a bond of Thirtie pound & the said John Kellog in a bond of fifty pounds, wth sufficient Sureties, that they wil appear at Springfield Courte in Septrbr Next to Respond for the satisfaction of the said Dickenson & also to be of good abearing toal men, & not to depart the said Court wthout Licence.

Joseph Kellog, Junr of Hadley acknowledged himself bound in the ful sum of Thirtie pounds unto the Countie Treasurer of Hampshire, He as Principal, & Joseph Barnard of Hadley & Nathan Warner of the same Town as Sureties in Fifteen pounds apeice, that the said Joseph Kellog shal pſonally appeare at the Countie Court in Septrbr Next, to receive the ful Determina=tion of the said Courte, as to his Responding for what soever Damages shalbe laid to his Charge relating to John Dickenson, either by wounds he received, or in Case they occasion Death &c. & to be of good abearing in the meane time, & not to depart the sd Court wthout Licence.

John Kellog of Hadley acknowledged himselfe bound in the ful sum of fifty pounds unto the Countie Treasurer for Hampshire, He as Principal & Lieut. Joseph Kellog Senr his father & Samuel Bar=nigs as Sureties, in Twentie five pounds apeice, that the said Jno Kellog shal personally appeare at the County Court in Septrbr next, to receive the ful Determination of the said Courte as to his respond=ing for what soever legall charges shalbe expended for the healing of the said Jno Dickensons wounds or in Case the said wounds occasion his Death &c: & to be of good behavior in the meane time, & not to depart the said Courte wthout Licence.

Abraham Dibel of Sufield being presented to this Court for prophanation of the Sabbath, by carrying burdens & unnecessary Travelling, as also John Pope of Springfield for breach of the Peace, cayling & abusive speeches against Henry Gilbert & James Mun, which Persons were ap=pointed by this Court to be warned to appear at the Next Courte in Septrbr to answer to their said pſentments.

At a Countie Cortt holden at Springfeild:
Sept: 28. 1680:/

Where were pſent for ye Keeping of this Court.

the worship{tll} { major{r} Jnº Pynchon / mr Peter Tilton } Esqrs

two of the Honrd Assistants of this Colony

And { Leiut William Clarke / Leiut Samll Smith / Capt Aaron Cooke Senr } Associates

And the Jurie-men were

mr Joseph Hawley.
Jonathan Burt
Benjamin Parsons
Francis Barnard.
Miles Morgan
Samuel Belding
Jonathan Hunt
David Ashley.
Edward Foster
Thomas Stebbin
Thomas Woody
Samuel Root.

Leiut William Clarke, Leiut Samuel Smith, & Capt Aaron Cooke Senr, were approved of at the Last Genll Courte, as appeares ꝑ Certificate from the Secretary to be Associates to joine with the worshipful major Jnº Pynchon Esqr & ye worshipful Peter Tilton Esqr for the holding the Countie Cortt in Hampshire, for the yeer ensuing, & accordingly tooke the Associates Oath:

Ambrose Fowler Plaintiffe ꝑ Contra Mark Warner Defendt in an Action of Debt due by bill, in part unpaid, in the Sum of 2li 6ſ according to Attachmt, wth al Just damag

In the Action depending between Increase Sikes, Attorney for Ambrose Fowler Plaintiffe ꝑ Contra Marke Warner of Hadley Defendt, ye Evidences being produced & read in Cortt & delivrd to ye Jury, they gave their verdict ~~for the Plaintiffe~~ that they find for the Plaintiffe, 2li. 16ſ & costs of Cortt as by bill allowd of in Cortt. 1. 0. 8:

Thomas Mackins of Hatfeild Plaintiffe ꝑ Contra Enos Kingsley Defendant, in an action of reveiw ~~of~~ a Case, in which the said Enos Kingsley was Plaintiffe as Attorney for his father Jnº Kingsley, as Solr Executor of the Last will & Testamt, of Samuel Jounes deceased, according to Attachment, for al Damages:

In the Action Depending between Jnº Allis Attorney for Thomas Mackins Plaintiffe, & Enos Kingsley Attorney for his father Jnº Kingsley Defendt, the Plaintiffe was non-suited, for his not directing his attachmt to the Principal; but the Attorney (who here becomes the Defendt: & is) Enos Kingsley, is allowed Costs of Cortt, as ꝑ bill allowd is, 19ſ. 10d.

Enos Kingsley plaintiffe, ꝑ Contra Thomas Mackins Defendt, in an action of the Case for non-payment of a debt due by bill, in the sum of fourtiegn pounds, according to attachmt, wth al Damages, But the Attachment, appearing not to be signed according to Law, was Rejected as illegal, but yet the Plaintiffe had his Entry money given him by the Cortt, & the Defendt Costs of Courte —

Samuel Partrigg Plaintiffe ꝑ Contra Jnº Hoffington Defendt, according to attachment, in an Action of Debt by booke & assignment, to the sum of 4li — 10ſ. wth Damages,

In the Actiõ or Case Depending between Samll Partrigg Plaintt ꝑ Contra Jnº Hoffington Defendt the Testimonys & witnesses were read in Cortt & transmitted to the Jury, who brought in their Bredict that they find for the Plaintiffe, four pounds two shillings. and Costs of Cortt as ꝑ bill allowd of in Court: viz: 17ſ. 6d. —

But — whereas the Defendant is out of this Jurisdiction the Estate attached stands responsible to the Next Courte —

Major Jnº Pynchon Esqr Plaintiffe ꝑ Contra Thomas Mitricke Defendant in an action of the Case for debt due upon Remainde of a Bill unpaid to the Value of Eleven pounds (wth Damages)

In the Case Depending Between major Jnº Pynchon Esqr Plaintiffe Contra Thomas Mitricke Defendt, the witnesses were read in Courte & given to the Jury, who brought in their verdict that they find for the Plaintiffe, Twenty pounds & Costs of Cortt, as ꝑ bill allowd appeares to be li: 5: 2:

Major Jnº Pynchon Esqr Plaintiffe ꝑ Contra Thomas Mitricke Defendt, in an action of the Case for a debt of 3li. 14ſ = to be paid in wheate according to attachment,

In this Action Comenced by major Jnº Pynchon Esqr Plaintiffe contra Tho: Mitricke Defendt, the attachmt & witnesses were produced & read in Cortt & transitted to the Jury, who brought in ye verdict that they find for the Plaintiffe Three pounds fourteen shillings in wheate & costs of Cortt, viz: 13ſ 8 as ꝑ bill allowd of in Cortt

Major Jnº Pynchon Esqr Plaintiffe ꝑ Contra Tho: Mitricke Defendt in an action of the Case for non-payment of a debt due by booke (about 17 years) In the sum of 26li. 19ſ = 9d in wheate to the Damages according to attachmt:

In this Case depending between Maj. Pynchon Esq. Plaintiffe & Tho: Mirricke Defendt the attachmt & evidences were produced & read in Court & Committed to the Jury, who brought in their verdict that they find for the Plaintiffe the Debt viz: 26li 19s 9d & Damages for neglecting payment by yearly five pounds, five shillings at to be paid in which according to the tenour of Attachment & costs of Court viz: 1li 5s 7d as p bill allowed of in Court.

Cornelius Merry of Northampton being pſented to the pſeeding Court at Northampton for many vile notorious quaedes misdemeanors, was bound in ye Sum of Twenty pounds for appearance at this Court, where the said Merry did appeare & his bond is Continued for his appearance at the next Court at Northampton, & his abiding the Ord^r of that Court & the witnesses to his pſented Crimes to be warned to appeare.

Mrs Dorothy Rusel, the relict of Mr Jno Rusel Senr late of Hadley dec^d pſented the Will & last Testament of her said deceased husband to this Court, to which will the witnesses ~~the witnesses~~ were pſent in Court & made oath that it was the very will & Testament of the said deceased wch will is on file wth the Records of this Court.

As also she gave in the Inventory of the Estate of Mr Jno Rusel Senr deceased, the Lands being deducted or Excepted out of the Inventory, because as by Instrument pſented they appeard formerly Conveyed or secured to Mrs Dorothy Rusel, the relict of the said deceased, as also, as also those goods in the Inventory mentioned, to be removed in Mr Ruſels hands to ye value of twenty pounds, which should have been (25li) twenty five as by another instrument presented appeares; where forestd Lands & that twenty five pounds excepted, the said Mrs Dorothy Rusel made oath that the said Inventory of the Rest of the Estate was a true & ful Inventory according to the best of her knowledge, & that if more doe appeare she will be ready to discover it.

Abraham Dibel of Sufield being pſented to the pſeeding Court at Northampton for prophaning of the Sabbath by Carrying a burden & unnecessary Travelling on that Day & warned to appeare at this Court, accordingly appeared in Court, who being carful to beare forere witnes agt such kind & al other kinds of Prophanes do amerce the said Abraham Dibel in the amercem^t of fifteen shillings to be paid to the County Treasurer.

Mr Joseph Kelog Junior & Jno Kellog being bound over to this Court by the preceeding Court for their appearance at this Court, & abiding the pleasure of Court, as also for ye good behaviour in the mean time, accordingly they did appeare & were bot of y^m discharged of there bonds, it appeaing by due Testimony in Court, that the said Kelog's the Delinquents, & Jno Dickenson have made up the matter to the satisfaction of him the said Dickenson the party wronged: And whereas Leiut Joseph Kelog & his fam^l do petition this Court that the amercem^t imposed on the s^d Joseph & John Kelog, (by the s^d honored Court bearing due Testimony agt such enormous evills) might be remitted or abated; This Court to shew how ready they would be to have Jugement Confessors of their faults & amenders of their ways, do abate Joseph Kelog the halfe of his mulct, & Jno Kelog the 3^d part of his fine, so that Joseph Kelog his part is twenty shillings & Jno Kelog's part to pay is forty shillings.

Mr Joseph Hawley Jonathan Hunt Jno Woodward Joshua Pomery of Northampton being approved of & admitted by ye Gen^ll Court to the freedome of this Commonwealth took the Freemans oath in Court.

Mr Daniel Benton Jarret Rapin, Samuel Ely of Springfield & Thomas Dewey, Jedidiah Dewey, Jno Stanclet, Joseph Pomery, Nathaniel Weller, Samuel Root, David Ashley al of Westfield being admitted to the Freedom of this Corporation, appeared in Court, & took the oath of ye Freeman.

Also David Burt William Smead, Benjamin Edwards, Eleazar Thery were pſented to this Court & admitted to the Freedome of this Colony, but being absent are to be sworne at Northampton the Court following.

Samuel Partrigg pſented to this Court the Last Will & Testam^t of his mother widow Mary Partrigg late deceased, & the witnesses subscribing were pſent in Court, & made oath that the said widow deceased was of pfect mind & sound understanding, at the signing of the said will: Ab also he exhibited the Inventory of the Estate of said Widow Mary Partrigg deceased to which he made Oath, that to the best of his knowledge, it was a ful Inventory of the Estate of the deceased.

The friends of the Children of Jno Smith of Hadley late deceased, making a motion to this

Corte, that they would Consider & determine the best way for the disposing of the said Children, which as yet are undisposed of, the Corte being desirous always to carry it tendrly to poor fatherles Children, & to take care that it may go well wth them, do approve & Conclude that Leiut Samuel Smith & his Sons Leiut Philip Smith & Chileab Smith & Samuel Partridge be guardians to or for the said undisposed Children, or orphans, to provide for the maintainance education & disposition of the said undisposed Children:

—Whereas Ann Belding the Daughter of Samuel Belding Senr, & the said Samuel Belding, & Thomas Weld were by the worshipful Peter Tilton Esqr bound over to the County Treasurer jointly & severally for her the said Ann Belding her appearance at this Corte in the sum of Ten pounds p price, to answer for her most shameful & odious Murthrous purposes & practices against the body & life of Mary the wife of William Webster of Hadley, the principal & Sureties appeared in Corte, & the principal Boundman acknowledged her delinquency in the sense of the words above expressed, & this Corte (to show their detestation abhorrence of, & care for prevention of such Barbarous purposes & practises) do adjudge the said Ann Belding to pay to William Webster twenty shillings to satisfy him for his Charges & troubles & to be whipt wth thirteen Stripes on the naked body well laid on, or to pay to the County Treasurer ye sum of four pounds; Her Father Samuel Belding Senr became engaged to pay the four pounds to the County Treasurer.

—Whereas m^r Willm Jeanes & Benoni Stebbins of Northampton Jointly & Severally became obliged to the County Treasurer in the sum of Ten pounds for the appearance of Sarah Homes the wife of Jno Homes of Northampton at this County Corte to answer divers misdemeanors which by the Tithing men were delivered to the Commissionrs of Northampton to be by them committed, & she not appearing in Corte according to Bond, This Corte declare the bond to be forfeited but m^r Willm Jeanes appearing in Corte & petitioning for favor from the Corte, the Corte did abate him four pounds of his bond, so that he is to pay six pounds to the Countie the Exaction of which is referred till the next Courte

William Webster presenting a petition to this Corte that he might be granted freedome from military Trainings is accepted in this his petition:

Cornelius Merry of Northampton being bound over (June: 30. 1680) by the Worshipful Peter Tilton Esqr to this Corte in the sum of Twenty pounds to the County Treasurie for his personal appearance at this Corte, to answer for such things as he was presented for to the preceeding Corte at Northampton, & abiding the order of this Corte, & in the meane time to be of good behaviour & peaceable, which also the sd Merry engaged all his moneables or personal Estate to make good the sum of Twentie pounds, & the said Merry appeared at this Corte, And they also desire to continue the same bond to the Countie Treasurer upo the said Cornelius Merry for his appearance at the next Corte in Northampton & abiding ye order of Corte & to be of good behaviour in the meane time:

The worshipful Peter Tilton Esqr & Leiut Samuel Smith, & Leiut Philip Smith, being desired & empowered a Committee by ye Countie Corte, to take Care to set the Estate of Noah Coleman deceased free & clearly discharged of al debts & Legacys, & then to dichotomize or divide the Estate so discharged of al dues into two Equal parts, whereof the one half should be to the Relict of the said deceased & be to her forever, as her owne proper Estate, & the other half of the said Estate should be to her daughter Sarah by the said Noah Coleman, & be to her for ever, her proper Estate, Accordingly the said Peter Tilton Esqr Leiut Samuel Smith & Leiut Philip Smith have acted, as by an Instrument by them presented to this Corte, & on file wth ye Records of this Corte appears, wherein, in wch Instrument they signify, ye said Estate being Clearly discharged of al dues to be - - - - - - - - - - 600. 00. 00.

& so the Relict of the said deceased to have as her Estate for ever - - 300. 00. 00.

& her Child by the said deceased to have as her Estate for ever - - 300. 00. 00.

In which Instrument the said Committee show how they have in sundry particulars

set out to the widow or Relict of Noah Coleman her part of the clear Estate viz: 300.

& how they have in sundry particulars also set out to the Child of the said Coleman

her part of the said clear Estate viz: 300. All wch act of the said Committee this Corte doth approve of & Confirme.

Joseph Ashley being presented by the Grand-jury to this Corte for his working wth his Teame two hours or thereabouts after Sun down the night before the Lords day, & so for prophaning the holy time, this Corte to bear our Testimony against such kind of grossness & evil prophaneness do adjudge the said Joseph Ashley to pay to the County Treasurer as a fine the sum of five shillings.

Thomas Merricke being also presented to this Corte for neglecting Jno Lamb the tithing man in the execution of his office, in warning divers young persons (ye were unseasonally out of their homes late in the night) to repair to their houses, was for that his fault sentenced by this Corte to respond to the County Treasurer the sum of Ten shillings: This Corte also give to the said tithing man for his ff

encouragem^t, & others of Like office their encouragemt, five shillings, wch the said Treasurer is to be done for the said Tithing man: also they order the said Thomas Mirricke to pay one shilling to Richard Waite attending as a witness for the said Tithing man:

William Brooke of Springfield being bound by the worshipful major Jno Pynchon Esqr in the sum of twentie pounds, that his Daughter Patience Brooke should appeare at this Court, & abide the pleasure of the said Court, to answer to her Crime & guilt of that vile sin of fornication (she being wth child out of Wedlocke) & this Court desirous to shew their detestation of such forbidden & dangerous carnal Lusts. & if possible to prevent such like God provoking acts doe adiudge the said Patience Brooke to be whipt wth fifteen lashes on the naked back wel laid on, or else to pay as a fine to the Countie Treasurer the sum of four pounds; William Brooke her father appeared in Court, & entred bond to see the said four pounds paid into the Countie treasury.

Thomas Taylor as principal, & Jonathan Taylor Senr. & Sam^ll Taylor as Sureties (all of Springfield) entering bond to the worshipful major Jno Pynchon Esqr in the sum of twentie pounds for his the said Tho: Taylor his appearance at this Court, to answer to what Patience Brooke had to lay to his Charge & his well behaving himselfe toal persons in the meane time, the Principal appearing in Court, the said bounden Parties were discharged of their bond.

Jno Riley of Springfield engaging & becoming bound to the sum of twenty pounds to major Jno Pynchon Esqr That his Daughter Margarite Riley should personally appeare at this Court to answer to her foul Crime of Fornication, & this Court being desirous to bear due Testimony ag^t this growing & provoking sin of whoredome & to restrain the like abhorrend practices doe sentence the said Margarite Riley to be forth wth wel whipt, on the naked body wth fifteen Lashes wel laid on, & against when the worshipful Major Jno Pynchon Esqr shal see Cause to have a second time the same Corporal punishm^t for kind & number of stripes inflicted, or else instead of the 2 Corporal punishm^t to pay as a fine to the County Treasurer the sum of four pounds; But it being declared in Court that the said Margarite Riley was Incapable of such Corporal punishment for the p^sent by reason of a sore breast; It was determined if the punishm^t should be delayed & the said delinquent committed until such time as her body might w^thout hazard of her health endure the Corporal punishm^t, unlys some Person should step in as surete in the bond of twentie pounds for her the said Margarite Riley's appearance before the worsh^ll Jno Pynchon Esqr to receive the Corporal punishm^t first adiudged, when the said Jno Pynchon Esqr shal Judge meet to cal her forth to receive her condigne punishm^t; Her father Jno Riley became bound in the sum of twentie pounds for her appance; as also he entered bond to the Countie Treasurer to see the fine of four pounds paid instead of the second corporal punishment adiudged the foresaid delinquent.

Roco the Negro being examined by the worshipful Major Jno Pynchon Esqr, how far he might have to do with Margarite Riley in the to be most detested sin of Fornication did Confess his sin to the worsh^ll Jno Pynchon Esqr, when he had none to accuse him or lay any thing to his Charge & acknowledged the same against before this Court, that he had (upon the said Riley's tempting him) the Carnal knowledge of her body, & this Court perceiving how growing this sin of uncleanes is amongst us, do adiudge the said Roco the Negro to be wel whipt on the naked body wth fifteen Lashes wel & soundly Laid on, or else to pay as a fine to the Countie Treasurer the sum of three pounds: Samuel Marshfield & Samuel Pettey appeared in Court & became bound to the Countie Treasurer in the Sum of thirtie shillings p^r price in the behalfe of the said Roco:

Jno Pope being p^sented to this present Court at Northampton for breach of the Peace & for abusive speeches to some Persons, & being ordered & warned to appear at this Court to answer to those faults for which the Grand jury did p^sent him, & not appearing at this Court was adiudged as a Contemner of authority & amerced in the sum of Ten shillings to the Countie Treasurie.

Samuel Marshfield the Marshal of Hampshire alledging to this Court his paines & troubles he had been at for the Countie Courts, & in particular respecting the busines Thomas Bancroft Junr the pleading March & petioning he might be allowed twentie shillings out of said Thomas Bancroft's fine at said Court was accepted in his petition.

Mr William Clarke of Northampton made demand at this Court in the behalfe of his wife the Relict of Leiut: Thomas Cooper deceased, that the Third of the said Leiut Tho: Cooper deceased his Estate, wch used to be accounted the Estate of Timothy Cooper might according to Law be set out to her.

Widow Anna Pettey presented to this Court the Inventory of the Estate of Jno Pettey her husband late deceased, who died Intestate, & made oath that it was to the best of her knowledge a true Inventory of the said estate, & Power of Administration upon the said Estate is by this Court granted to the said Widow.

Whereas at the pleading at Northampton. March: 30th: 1680:: the Inhabitants of the Town of Springfield Petitioned liberty to fling up, the two Rods added to their high-way there, & that they might not be put to purchase

those two Rods than added, & that said pleading Court determining that the said Inhabitants should allow or pay for those added two Rods, The Inhabitants of Springfield againe petitioning to this Court to be heard according to that Petition — this Court doth respite the Calling for payment for that addition until after the march Court ensuing, & order that the Partys pleading & impleading payment for ye addition should be pesent at the said Court, to alledge then what they have to say wth reference to the said Petitions.

Samuel Ely of Springfield hath his licence continued to him for his keeping an house of entertainment & for selling strong drinkes wines Liquors &c provided he keep order & Good Gordnance in his house:

Benjamin Knowlton is still approved of to be master of the House of Correction for this year & to have the Immunities of the said Roof.

The Grandjury to this Court pesented William Armes for his prophaning of the Lords day by carting, after Sun-set the night before the Lords Day, & this Court do order that the said William Armes should be warned to appear pesonally at the next Court at Northampton to this his pesentment:

At a Countie Court holden at Northampton
march. 29th. 1681:

where were pesent for the holding this Court

the worship^ll { major Jno Pynchon, Peter Tilton } Esq^rs:
Two of the honored Assistants of this Colony:

Leiut William Clarke, Capt: Aaron Cooke Senr } Associates.

The Jurymen were.

Capt. Aaron Cooke Junr:
George Colton
Thomas Bay.
William Judde.
Medad Pomery.
Judah Wright.
Leiut Kelogg.
Daniel White.
Serjt. King.
Samuel Marsh.
Isaac Phelps
Jedidiah Dewey.

Mr Eliezer Way of Hartford by his Attorney Sam^ll Partrigg defend^t for the non-payment of a due debt to the value of about sixteen pounds together // Rather thus)

Mr Eliezer Way of Hartford by his Attorney Samuel Partrigg plaintiffe p Contra Jno & Benjamin Browning or either of them Defend^ts for the non-payment of a due debt to the value of about sixteen pounds together wth due Damages & charges, & al according to Attachment.

In the Action depending in Court betwixt Mr Eliezer Way by his Attorney Samuel Partrigg, Plaintiffe & Jno & Benjamin Browning's Defendants the attachment & Evidences being read in Court & transferred to the Jury, they brought in their verdict that they find for the Plaintiffe the Account pesented, or the Summ amounts to, wch is fourteen pounds four shillings & Eleven pence halfe penney & Costs of Court, as by Bill allowed of in Court: 1^li. 00^sh. 6^d.

Thomas Meekins Senr. Plaintiffe p Contra the heires or assignes of Jno Kingsley of Rehoboth or Enos Kingsley their Attourney Defend^ts In an action of Review of an Action commenced by the said Enos Kingsley Attourney to Jno Kingsley of Rehoboth aforesaid, at a County Court in March: 30th: 1675 against the said Tho: Meekins Senr: in which the said Meekins was cast, to the value of fourteen pounds or there abouts, together wth Damages & costs of Court as p Record in the said Court's Records to a reversm^t of the said Judgment) together wth al due Damages, & costs of Court In this Action of Reviwe & al according to Attachm^t.

In the Acto^n of Reviw, wherein Thomas Meekins Senr. is Plaintiffe p Contra the heirs of Jno Kingsley Defend^ts, The Testimonys & evidences in the Case being procured & Read in Court, & transferred to the Jury, they brought in their verdict that they find for the plaintiffe a reversing of the former sentence or Judgment & Costs of Court, viz: 0^li. 0^sh. 00^d as by bill allowed of Court.

Enos Kingsley Principle & Assignee of Joseph Homes plaintiffe & Contra Hudson Leverith of Boston & Jno Williams or either of the Defend^ts for non payment of a debt of Ten pounds, as p a bill vnd^r their hands, wherein they are bound Jointly & Severally wth al other due Damages, & al according to Attachment

In the Action depending in Court betwixt Enos Kingsley Principle & Assigne to Joseph Homes Plaintiffe & Hudson Leverith & Jno Williams Defend^ts, Attachm^t & evidences being procured & read in Court & transferred to the Jury, they brought in their verdict, that they find for the plaintiffe Ten pounds in Specie specified in Bill

~~Costs of the Court~~ and Costs of Court 02. 00. 06. ~~ap~~ Bill allowed ffor Court

Marke Warner of Hadley plaint: p Contra Sam^ll Partrigg of Hadley Defend^t, in an action of Compl^t for not delivering a barrel of flower of the said Marke Warner Committed to the Care of the sd Partrigg according to order nor taking a recait of said Flower delivered, on which default, the flower is Lost, & the said marke Warner sued & Cost at Law for want thereof to his gr^t Damage, Flower & Damages to the value of three pounds three shillings, wth al other Just damages, & al according to attachm^t,

In the action wherein Marke Warner is Plaintiffe & Samuel Partrigg defend^t the attachm^t & Evidences in the Case being procured & read in Court & transferred to the Jury, the Jury brought in their verdict & find for the Plaintiffe the sum of three pounds three shillings & Costs of Court. viz: Twenty & three shillings, as by Bill allowed of in Court

Enos Kingsley Plaintiffe p Contra Tho: Meekins Defend^t, for non paym^t of a debt due by promise & agreem^t, & also by Bill, the bill bearing date: April, 2d. 1675. the debt with principle being fourteen pounds in money or wheate at money price, wth what is Justly due for forbearance, or non-payment wth al other due damages, & al according to attachment

In the Action depending in Court between Enos Kingsley Plaintiffe against Thomas Meekins Defend^t, the Attachm^t & Evidences in the Case being read in Court & transferred to the Jury, they brought in their verdict that they find for the Defend^t Costs of Court, as p bill allowed of in Court two shillings.

Josiah Dewey of Westfield Plaintiffe p Contra Griffith Jones, defendant in an action of slander, or defamation of the Josiah Dewey according to attachm^t, & al Persons Concerned agreed that it should be tryed: the was inserted in the writ book: another followeth thus.

Josiah Dewey of westfield plaintiffe p Contra Griffith Jones defend^t In an action of slander or defamation of the Josiah Dewey's Daughter, & al Persons Concerned agree, that it should be tryed by the bench only — & the Court likewise considering of how hainous a nature the matter of Defamation was, concluded it should be heard only by the bench, & the said Griffith Jones engaged to pay ten shillings for entry money & the bench find for the Plaintiffe forty shillings, & other charges as bill allowed forty two shillings

Joseph Ashley Attourney to Jno Higley Higley. of windsor Plaintiffe p Contra Thomas Hancocke defend^t, for not paying the sum of two pounds Seventeene shilling ten pence money due as p bookes shal appear wth al due Damages & al according to attachm^t,

In the Action wherein Joseph Ashley was attourney to Jno Higley of windsor Plaintiffe, & Tho: Hancocke defend^t the attachm^t & Evidences in the Case being produced & read In Court & transferred to the Jury they brought In ye verdict that they find for the Plaintiffe, two pounds Seventeen shillings & ten pence & costs of Court, by bill allowed of: two pounds fourteen shillings six pence

Joseph Ashley Attourney to Jno Higley Walter Fyler Sam^ll Ely Plaintiffe p Contra Thomas Hancocke Defend^t in an action of Debt of twenty pounds money due by bond under the hand & seale of the sd Hancocke as shal appear wth al due Damages, & al according to attachm^t,

In the Action depending in Court between Joseph Ashley Attourney to Jno Higley Walter Fyler & Samuel Ely pl: & Thomas Hancocke defend^t, the attachm^t & Evidences in the Case being produced & read in Court & transferred to the Jury, they brought In ye verdict that they find for the Defend^t Costs of Court: one pound two two shilling & six pence

Joseph Ashley of Springfield acknowledged himselfe bound unto bond of ten pounds to Tho: Hancocke to stand responsible out of his estate, to answer any further Court either by review or appeale or otherwise

In the Action of the Case he commenced ag^t Thom: Hancock in this Court

Griffith Jones of Springfield being brought before this Court & charged wth many vicious notorious & wicked & on board speeches unfit to be named amongst sober people spreading y^m amongst young people, & the examination & proof of the same having been attended & considered by this Court, & found vicious & wicked as aforesaid, so also Infecting, & tending to the poysoning of the youth, they have ordered touch this Court have ordered the said Griffith Jones to be well whipt on the naked body wth fifteen Lashes, which was executed

Jno Colomen of Hatfield being chosen Constable for the sd Town, & appearing in Court took the Constable's oath,

Carnelius Merrey being referred to this Court by the last Court at Springfield, relating to several vicious carriages for wch he was p^sented at a former Court, viz: march: 30: 1680. & the said Court at Springfield upon consideration of his Case having acted in the said matter as far as they saw Cause, yet binding the sd Merry over to this Court in the bond of Twenty pound, for his appance at this Court & further considering the said matter, which upon Several accounts appearing very vicious, & notorious have yet bound him in a bond of twenty pounds, for his good abearing to this time twelve=

month, upon which the said Merrey acknowledged what Estate he had in Northampton responsible in case of his failure or forfeiture of his said bond.

Jno Woodward of Northampton being chosen Constable for the said Towne took the Constables oath in this Court for the discharge of his Trust:

George Sexton Senr: acknowledged himselfe bound in the sum of ten pounds to the County Treasurer, y his son, Joseph Sexton shal wait the Courts pleasure & not depart wt out Licence until further order be given from this Court, & abide the Sentence of Court:

William Armes of Hatfield being pſented by the grand Jury at Springfield for the breach of the Sabbath, Comeing into the Town about halfe an hour after Sun setting, & it appearing y he was accidentally hindered wth his Cart at that time & he shewing himselfe to be troubled at it, & it not appearing that he had been given any wayes to such Courses, this Court have considered the Case & admonished the sd Armes & ordered him to pay the Clarkes Fees. viz: 2s. 6d.

David Burt & Benjamin Edwards of Northampton being allowed by ye honrd Genrl Court to the freedome of this Colony, tooke the Freemans Oath before this Court accordingly.

Jni Roberts of Hadley being accused by Jno Marsh Junr of Hartford to be the reputed father of a child that Hannah Webster is delivered of at Hartford, as by her Examination testified under the hand of the worthyly honrd Governr Leete of the said Colony of Connecticott appeares, & by two testimonys undr oath of two women, viz. Dorcas Hopkins, & Elizabeth Easton of the Towne of the said Hartford (taken before the worshipful mr Jno Allyne Assistt) who put it to her in the time of her travel, when she held to it, that the said Roberts was the father of the said Child, upon which testimony this Court considering the Case & finding the said Roberts the Reputed father of the sd Child, & have adiudged the payment of all the just Charge, that have been already expended, the Childe being now dead, which are by bill allowed in Court five pounds thirteen shillings, which is to be pd by the said Roberts, to the said Jno Marsh Junr or his order, the one halfe pſent downe, & to give good Securities for the paym of the other halfe by michaelmas Next, together wth Clerkes Fees. 2s. & 6d:

George Allexander of Northampton is by this Court freed fro Military Trainings —

Richard Mountague of Hadley was allowed as a Clerke of the writs for the Town of Hadley, & the said Mountague being Allowed to the Freedome of this Colony, (as p Certificate from the Genrl Court appeares) tooke the oath of freedome in this Court

Jno Web of Northampton having been bound over to this Court by the Comissionrs of sd Towne, for many & sevrll unworthy Carriages towards their Neighbors, & in special agt the Select men of said Towne & otherwise, this Court considering his facts, have admonished the said Web, & suspended the Case upon further tryal of his good behavior,

Joseph Sextone of Westfield having been apprehended & brought before this Court, being by some charged wth sevrll notorious & vitious speeches & Languages, upon wh account he was examined in Court, & found guilty of many notorious villanous vitiating & unworthy speeches, to the diffamation of Hephzibah Dewey daughter of Josiah Dewey of Westfield, this Court considering the case & of how hainous & vitiating & spreading a Nature such things are, adiudged the said Joseph Sextone to be wel whipt on the naked body wth fifteene stripes wel laid on, which accordingly was executed,

Whereas Samuel Partrigg of Hadley at the last Court at Springfield comenced an action of debt agt Jno Hoffington, in which action he the said Partrigg obtained a Judgment, & the said Hoffington being then out of the Colony, Execution according to Law was respited til this Court, upon which the said Partrigg now appeaing in Court, & desiring he may have Execution upon the attached Estate in the said action, & finding himselfe in a bond of ten pounds to the Countie treasurer to Respond any further Process in or about the said Action, this Court doe order an Execution to be given out to the said Partrigg accordingly,

Elizer Fitarey of Hatfield having been allowed to the Freedom of this Colony by ye honrd General Court, & likewise William Smede of the Town of Northampton tooke the oath of freedom in Court accordingly,

Ruth Gaylord of Hadley Relict to William Gaylord her Late Husband deceased, exhibited to this Court an Inventory of his Estate which is on files, to which she made oath, that it was a true Inventory, & if more Estate appear, she would make discovery of it, & power of administration upon y said Estate is by this Court granted to the said Relict & Samuel Partrigg her Brother.

Jno Gun of Westfield Son & heir to Thomas Gun his father deceased exhibited to this Court the last will & Testament of the said Tho: Gun deceased together wth an Inventory of his Estate, to which he made oath, that it was a true Inventory so far as he did know, & if more doth hereafter appear, he will readily discover it, — The Estate to be disposed according to sd last will & Testament.

Leiut Philip Smith Chileab Smith Executors to the Last wil & Testament of their father Leiut Samuel Smith deceased, presented it to this Corte together with an Inventory of his Estate, to which they made oath, — The Estate to be disposed according to the wil of the deceased.

Leiut. Philip Smith Chileab Smith & Samuel Partridge of Hadley presented to this Corte, a Settlem^t of the Estate of John Smith deceased, together with an addition to the Estate or original Inventory, both of debt & credite, which was ordered to be entered together with, or in Competition to the original Inventory, in the faire booke of Records: as also they presented an additional Paper of Settlement which was allowed also & to be Entered as aforesaid,

As also an order of Corte as followeth,

Leiut. Philip Smith, Chileab Smith, & Samuel Partridge Guardians to the Children of Jno Smith deceased & Peter Mountague the form^r Administrator (in Right of his wife deceased) to the Estate of Jno Smith presented an account of the sd Estate to this Corte, wherein Several things are mentioned to be added to the former Inventory, & Sundry things to be added as debt, to be deducted from the sd Inventory, this Corte doth accept the said account, & order that the aforementioned particulars be accordingly Entred on the former Inventory, both what is to be added, & what is to be substracted: Also this Corte doth approve of & Confirme between ye Guardians before named, & Peter Mountague mentioned in the said account or writing, & do discharge the said Peter Mountague from the administration of the sd Estate form^rly committed to his deceased wife, & himselfe in his wifes Right, & do also order that the Eighteen pounds, five shillings four pence mentioned in their conclusion to be borne out of the Childrens part of the Estate be also rebated out of the part belonging to the Children, & that the Residue of the Estate be improved by their Guardians for their bringing up, they being some of them yet young, & that what shal remayne of the sd Estate be divided among ye in such proportion as was formerly ordered when they shal come to age to receive it

— whereas the Commission^rs (for opening the County votes) returned to this Corte that upon opening of the said votes, it was found that m^r Peter Tilton Esqr is Chosen Countie Treasurer for Hampshire the year ensuing, & whereas the worshipful major Pynchon Esqr the form^r Treasurer declared in Corte there are many debts & dues to the Countie not yet taken in, of which the present Treasurer is not in so good Capacity to act in at present, this Corte therefore ord^rs & impow^rs the Worshipful Major Pynchon Esqr to issue out warrants as need may be, & to gather in the aforsd accounts, remaining due, peaceably this time or day, & so to Clear up the Countie accounts, & act in the said affaire as aforesaid, until the Countie Corte in Sept^o be next,

Anthony Dorchester of Springfield, desiring a further liberty or Licence as to Selling of liquors or strong drinke to Travellers, &c: for the year ensuing, was accepted by this Corte accordingly.

Nathaniel Edward & Thomas Holding of Northampton for Securing Thomas Bancroft an offender a day & a night were allowed three shillings a peice, & Isaac Holding one shilling on said account, as also Samuel Strong for his Man to West field to apprehend the sd Bancroft offender as aforesd: two shillings & Six pence, & al the aboved debts to be Levied by the Marshal fro the said Bancroft, & to be paid as aforesaid,

Joseph Pomery of Westfield wherin the absence of the Constable of sd Town apprehended Joseph Sextone of sd Town an offender, was by this Corte allowed five shillings for his time & Case in the aforesd act, to be paid by the said Joseph Sextone

— whereas Several Grayes have been made in Considering, & fully Settling an high way on the West side of the River at Springfield, for the Satisfaction of the Town & Partyes Concerned in that affaire, & now at this Corte the said parties concerned appearing & desiring Something further might be done to their further Satisfaction, & it appearing to this Corte, that the particular persons who were most by burthened in releasing some part of their Land, on said account ought to be allowed accordingly, this Corte therefore do agree & Conclude that the said Town of Springfield shal allow (to the said Parties, who have herein released their Lands or part thereof) such or so much of their Out or Comon Lands, where the said parties shal find it, & as the form^r Committee Chosen for ordering this affaires shal Judge meete & Convenient as to the Quantitie of Land out-Lands aforesd that shal be allowed on said account, & the way to Continue as form^rly.

Northampton. May. 1680.

— we whose names are under written being appointed by the Countie Corte, march: 30th. 1680. to make a Distribution of the Estate of Jno Stebbens deceased, according to what was granted by the said Corte to the widow & Children, & in obedience thereto we having consulted with the

the widow & children that so we might accomodate them as neer as might be to their content, we determine as followeth,

Imp: mis, that the widow shal have her part of both the houses in the One of them, viz: in that house which her late husband built, & possessed, her third part of both, the value being forty six pounds thirteen shillings & four pence, & the remainder of the house & remeinder of the homestead, (for it is to be understood, that the Widow is to have her proportion of al the homestead belonging to the House, the remainder being in value thirty three pounds six shillings & eight pence) we order to be the three youngest Sonb, when they come to age, viz: Thomas, Benjamin & Joseph. —— For the Widows third part of Land in the Medow, we order that in the great Lot, she shal have her third part on the West side of the Lot, & in Venterb feild, her thirdb to ly on the North side; In that Lot is way Mr Cornishes her third part to ly on the Northwest side, allowing a way for egress & regress to the remainder of the Land in that Lot; In the Pasture her Part to ly in the side next to mr Hawleys Land, in middle medow next to Jno Parsons his Land; In Munkem her third part is on that side the lot, next to Jno Lymens his Land; & and in Hogs-bladder Next to Preserved Clapp his Land, —— As for Jno Stebbeinb we order that he shal have al the Land remaining in hogb bladder, after the Widows thirds is Laid out, which comes to the sum of twenty & two pounds thirteen shillings & four pence, & there being stil due to him four pounds thirteen shillings & Eleven pence, for wch he is to have one Acre of Land in Munkem Lot, Runing from the great River to the high way, next to William Miller his Lott, wch being six shillings & a penny more then his due, He is to pay it to Benoni Stebbeins: For Benoni Stebbeins, we order, that he shal have two acres & halfe of Land in the great Lot, next to Matthew Cleasonb Land, which wth what he is to have in the house, & what he hath received in Ymovables is al his due, wanting but Eight shillings, of which Jno Stebbeinb is to pay six shillings & a penny. —— What is stil due to Samuel Stebbeins he is to have in the great Lott, next to Benoni, his dues being two acres & three Quarters; wch he is to have in the abovesaid Lott, —— And for the other Sonb, wch are not yet Come to age, we order that the Eldest of them shal begin next to Samuel & so successively, as they come to age, so that the Youngest shal have his portion reserved to lye Next to his mother, & the same rule is to be observed in other Lotts, namely ye youngest is to have his part Next to his mother, & the next Youngest next to him, & so successively for the Rest of the Sonb, : And the Daughters are to have their parts out of the moorables, but in case ye be not Enough in the moorables to pay ym ye portions, Then yy are to have w they want out of the Lott in Munkan, unlos ye Sons redeem it according to Coltt order : the aforesd Settlmt is a distribution according to the appointment of the Personb formerly ordered to make a distribution of the said Estate, viz John Strong, John King, Mrdad Pomery, David Burt, to which this Cortt have added their approbation, & approve it to be a Settlement of the Estate of Jno Stebbeins Sond Deceased:

The Cortt allowed & Confirmed the aboversd as a settlement of ye Estate of Jno Stebbeinb of Northampton as attests Samll Partridge Clerke.

At a Countie Cott holden at Springfeild.
Sept. 27th. 1681:

Where were pſent for the holding of this Court.

The worship^ll major Pynchon } Esqrs.
The worship^ll m^r Tilton . . }

Two of the Honoured Assist^ts of this Colony.

And { Lieut William Clarke . . } Associates
Capt Aaron Cooke Senr
Lieut Philip Smith }

The Jurors were.

m^r Dan^ll Denton
Cornet Joseph Parsons.
Rolland Thomas
Charles Ferrey.
Victory Sikes.
Jno Barber.
Ens: Timo: Nash:
Jno Hubbert.
Enos Kingsley
Thomas Strong.
John Root.
John Sacket:

Lieut William Clarke, Capt. Aaron Cooke Senr & Lieut Philip Smith were appointed by the Gen^ll Cott may last, as by Certificate fro ye Secretary, to joyne wth the honord Magistrates of this Countie for the keeping of the Countie Cotts of this yeer following.

Nathan^ll Dickinson of Hatfeild being Chosen Jury man, & warned to attend at this Cott accordingly, & being not pſent at the Cal of the Jury men, was fined in the sum of Six shillings & eight pence to the Countie Treasurer.

Miles Morgan Plaintiffe pt Contra Samuel Gaines of Hartford Defend^t: in an action of the Case according to attachm^t, for a Criminal offence, Committing fornication wth his Daughter Lydia whereby a Child is borne that requires maintainance: the attachm^t was read in Cott & the Plaintiffe not hauing Comenced therein his action for Damage was non suited.

Enos Kingsley being admitted to the freedome of this Commonwealth, tooke the freemans oath in this Cott:

Joseph Barnard & Joseph Selden of Hadley, being bound over by the worshipful m^r Peter Tilton Esqr to this Cott in the bond of 50^ll to answer to a Complaint ag^t them, for selling Cider or Liquors to some Indians, for ſaut^b Joseph Barnard did pſonally appeare in Cott, and to himself says that he is Innocent, & wth out Guilt as to that Charge against him, & being asked what he Could say, refferring to Joseph Selden aforesd, said that he Could say more then he saw Cause then to say, & being asked what became of a bottle of Liquors, that Joseph Selden desired him to Carry for him says he knows not what became of it, w^ttfore this Cott see Cause to Continue the said Joseph Barnard, under the said bond of fifty pounds for his appearance at the next Countie Cott to be held at Northampton & his abiding the pleasure of the said Cott. ⊕ See this marke on the next page, concerning Jose: Selden:

Mr James Cornish Plaintiffe pt contra Edward Adams Defend^t, In an action of the Case, according to Attachm^t, for defamation & miscalling him.

In the Action depending between m^r James Cornish, Plaintiffe & Edw Adams Defend^t, the Attachm^t & evidences being read in Cott & Committed to the Jury, They brought in their Verdict that they find for the Plaintiffe five pounds & Costs of Cott, wch is as by bil on file: 1^ll. 2^s. 8^d.

Thomas Hancox, of Farmington Plaintiffe pt Contra Jno Holtham Defend^t, on an action of Debt, of about four pounds, according to attachm^t,

In the Case depending between Tho: Hancox Plaint: & John Holtham Defend^t, the Attachm^t & evidences were pouced & read in Cott & Committed to the Jury, who brought in their verdict, that they find for the Plaintiffe the debt according to Bil, viz: four pounds ten shillings, wth Costs of Cott, & the said Hancox hath received thirteen shillings by order fro said Jno Holtham the Debt is but three pounds seventeen shillings, the Costs of Cott are as by bil allowed of 1^ll. 8^s. 10^d.

Samuel Ely of Springfeild & Thomas Dewey of westfeild, being pſented to this Cott for not renewing their Licences according to Law, at the Spring Cott, are yet by this Cott allowed of & tollerated to give entertainm^t, & to sell wines & strong drinke til the Next Spring Cott, provided they keep good rule & order in their houses.

Likewise Samuel Partrigg of Hadley is tollerated to sell Liquors or wines, ~~[illegible]~~ for the holpfulness of his neighbors, provided, no disorders be admitted

Hugh Roe of Southfeild being pſented to this Cott for selling drinke wth out Licences, this Cott doth Looke upon his thus selling as disorderly; yet in as much as it is the Infancy of the Plante

tion, & they need some Person to be Licensed, for help fulness to the people of the Plantation, this Court doth tolerate him to set off, what is in his hand til the next Spring Court, or much Court, provided he keep good Order & Government in his house & in his so doing, & this Court doth require that no person doth set thence forward, but such as the Select men shal p^sent to the said Court, & as the said Court shal approve off:

Peter Hunter being by the worshipful major Pynchon Esqr bound over to appeare at this Co^rt, in the sum of thirty pounds, to answer to what he was Charged w^th, respecting the burning of m^r William Clarke of Northampton his house, & in as much as he appeared not at this Co^rt but there was sum allowance or dispensation given him, to come or not to Come, & y^t appearing nothing further Chargable ag^t him, this Co^rt doth discharge him of his bond.

Anthony Dorchester desiring to be freed from Military trainings, is by this Court discharged fro such Exercises.

Lieut Thomas Stebbins moving for some allowance for an horse that was hired by Capt Samuel Holyoke to go down to the Bay to make up the County accounts concerning the water Charge, this Court allowed him ten shilling to be paid out of the next Country Rate.

Samuel Partridge appointed march: 29. 81: to joyne wth widow, Ruth ~~Gaylord~~ Gaylord in administration upon the estate of her deceased husband William Gaylord, & Jno Healy the new husband of ye sd Relict of sd William^tt Gaylord did p^sent an agreem^t to this Court, respecting the sed Estate, of the said Gaylord, which is (as appears by the first original, p^sented, march. 29: 81: & by an additional Inventory p^sented to this Co^rt) one hundred seventy two pound & nine pence halfe penny, wherein they agree that the widow of the decased William Gaylord, shal have at her own absolute disposse, one third part of the whole Estate, to be paid & set out to her in moveables, & to have the vse of the homestead houses & Lands til her two Children Sons to the said William^tt Gaylord come to be fit to be put out to Services, viz: til eight years of their age, & after that time, to have the vse of sd housing & Lands, til they or ond of them come to the age of twenty & one years, wth out making any waste of sd premises, paying & allowing soe much rent, as indifferent men mutually chosen shal judge meet, besides the keeping of the houses & fences in Good Repairs; And to the sd two Children Samuel & William Gaylord, the remaining two thirds out of the housing Lands & remaining moveables; Samuel Gaylord the Elder Son to said William^tt Gaylord to have a double portion set out to him, in the homestead & housings adjoyning to Samuel Partridge his homestead, & halfe the Lands over the mill River, The tools that were his fathers & the ~~Rest in~~ Moveables, to the Second Son w^m Gaylord, the other homelot adjoyning to Henry whites in Hadley - & the other halfe of the Land over the mill River, & his part in moveables.

There is further p^sented to this Court, an additional Inventory, or an addition to the sd Inventory of the Estate of William Gaylord, wherein the debts to the Estate were thirty six pound, eighteen shilling & nine pence halfe penny, And the Debts for the Estate were twelve pounds eighteen shilling & six pence, & ~~[illegible]~~ is on file wth ye Records of Court.

And for as much as Joseph Selden was bound over by the worshipful Peter Tilton Esqr in a bond of fifty pound for his appearance at this Court, & yet did not p^sonally appear, & it being allredged in the p^sence of this Court, that he was not well, his face swollen, & so not fit to come forth, this Court ~~doth~~ therefore doth not take the forfeit of the bond, but require his appearance at the next County Court at Northampton under the said bond, & his abiding the sentence of the Court & further this Court ordered that the Evidences concerning the Indian Lands be conveyed up to the sd Court.

Daniel Denton Junr, & Deborah his wife, were p^sented by the Grandjury to this Court, for ye disorderly marrying, that is to say Daniel Denton was p^sented for his wil & ungoverned practice in that being under his fathers Government, he ran away from under that Government, & ordinance of God wth out his fathers knowledge, & did steal away his wife, y^t is (though he had Liberty fro her parents to treate wth her in reference to marriage, yet,) he carried her away to Rhode Island, wth out any knowledge of Parents, where he was married to her in this scandalous way, Now this Court fearing the ill Consequents of such a scandalous p^sident, & to p^sent if it might be, such like misscarriages, do amerce the said Daniel Denton & Deborah his wife; in the sum of ~~five pounds~~ to the County Treasurer, or else wth in a fortnight time, to make Publike ~~[illegible]~~ Confession ~~to the~~ of their sin before the ~~Jury~~ Church ~~satisfaction~~ to their satisfaction, in judgm^t of Charity

This Court grants to the Countie Treasurer the value of one single Country Rate, for the defraying of Sivers Countie Charges.

Thomas Noble p^sented a petition to this Court to ease him respecting his grievance by reason of an High way thorow his Land at Westfield: viz: that this Court would grant, that the Road for horses may be laid out, wth out the fence of his field, the

Road for Carts, Continuing as already, It is, This Court doth order therefore Samuel Marshfield & Joseph Bodurtha of Springfield, & Thomas Bewey & Isaac Phelps of Westfield, a Committee, to view the place & to Lay out a Road for horse, wth out his fence, & to make a returne of what they do to the next Courte, & Samuel Marshfield to appoint the time for ye abouding of this worke.

Joseph Stebbin of Springfield, & Samuel Kent Senr, Joseph Trumble, George Norton of Southfield, being allowed to the Freedome of this Commonwealth, as p Certificate fro the Secretary, tooke the Freemans oath In Court,

Ephraim Colton & Thomas Colton of Springfield are accepted also by the Last general Court to the freedome of this Comonwealth, as p Certificate fro Secretary, but being not pesent at Court It was desired that the worshipful Major Pynchon Esqr would give ym the Oath freedome — which was accordingly effected:—

Thomas Hovey of Hadley, Samuel Lometon & Nathaneel Phelps of Westfield are allowed of & admitted the freedom of this Commonw: as p certificate fro the Secretary,

Samuel Ely of Springfield being Complained of by some to the worpll Major Pynchon Esqr to have sold Some forbidden drinke to the Indians, & being by him Examined, he did confesse that he did let the Indians have some Cider, & this Court taking notice of his Ingenuity in his Confessing his fault, & being desirous to encourage others to such necessary Ingenuity, do not fine him, but do admonish him, & advise him to beware of such dangerous practises in time to Come, that he do no more so offend, & become an occasion of bringing down Gods Judgments upon the Land, as is most Certaine the Custome & trade of selling strong drinkes thus in this manner to their doth demerit, in as much, as such Cravings of such drinkes are not to satisfy mere Nature, but beastlike to fil a sensual appetite,

Samuel Bal of Springfield appeing in Court, & shewing his desires that this Court would allow & appoint that Daniel Graves & Ebenezer Graves, his wives two Brethren might be put to him as Servants, til both of them shal attaine the age of twentie one yeeres, & It appearing that Relations such as were pesent were willing & desirous of it, & the Boyes also appearing in Court. viz the said Daniel, & Ebenezer appearing in Court, & manifesting their free Consent to serve their Brother in Law Samuel Ball, as his Servant or Servants, the terme above said; And the said Samuel Bal engaging to teach or Instruct the said Daniel & Ebenezer in the trade or Craft of Manfory, or of brickmaking & of bricklaying, so far as he is Capable of Learning of them, & they are Capable of Learning of him, as also to provide for them during their Service suitable meate drinke & Cloathing, as becomes Servants, & to give ym at the end of their Service, each of the Lads, two suits of apparel throro out, & also five pounds p peice in Currant pay, upon consideration of the pmises, this Court doth appoint & Confirme that the sd Daniel & said Ebenezer Graves's, do live with & Serve the said Samuel Ball, the full terme above expsd: Also the said Samuel Bal & said Daniel & Ebenezer Graves's mutually shewing their desires, & Consents that said Samuel Bal have the Improvemt of what Estate do belong to them the said Daniel & Ebenezer, for the benefit of the said Daniel & Ebenezer til they Come to be of age, this Court approves of & Confirmes the same:

The widow Elizabeth Hawkes (Administratrix to the Estate of her former husband Mr Hawkes of Hadley, as by the Court Act: march: 31: 1663 appears) pesenting a petition to this Court, wherein she shews how she would dispose of her remaining Estate by her former Husband Hawkes in Hadley, which by the providence of God, she is ~~coming agree to~~ live upon, that is to say, that her two sons Elizer & Gershom Hawkes, who are yet unmarried, & have their portions to receive, should have the same portions paid them, out of some of her husbands Hawkes his Lands, she declaring that the other childrens portions are paid ym, according to the Courts Settlement, and signifying that she wth her said two sons Elizer & Gershom Hawkes have come to this agreement, that they shal improve the whole remainder of Estate or Lands as above In Hadley, together wth their own shares, for the yearly maintainance of their mother while she shal live, & so have conditioned mutually, that the said Elizer & Gershom shal have the whole betwixt them at her decease (as by writings drawn signed & sealed between them appears) & the widow mother signifying her desires, that the said Lands may be Confirmed to them, as aforesaid by this Court, they pforming their agreement to her, this Court likes well of her Petition & appoints the Lands to her said Sons, after her decease.

Benjamin Knowlton is approved of & appointed to be the Keeper of the Prison for the yeer ensuing & to have the Liberties thereof

Benjamin Knowlton, the Prison keeper pfenting his Charges or an account of his Charges about the Negro facke; viz: for two weekes diet, 5s & more 5s for two dayes & halfe time in Looking after him, & five shillings more for Prison keepers Fees, the Coltt allowes him his bil, viz: fifteen shillings.

Also the Coltt allowed Samuel Ely his bil about a Chaint: viz: twenty & four shillings.

Also the Coltt allowes the Constables their bils respecting those that watched wth the Negro Jacke, as that they have twelve p man p night.

At a Countie Coltt holden at Northampton march the 28th 1682

Where were pesent for the holding of this Coltt viz:

The worshipful major Pynchon & The worshipful mr Peter Tilton } Esqrs

two of the honrd Assistts of this Colony, &

Leiut. William Clarke, Capt. Aaron Cooke Senr, Leiut: Philip Smith } Associates.

The Jurors were:
mr Joseph Hawley.
Capt. Aaron Cooke Jun.
Leiut: Morgley
Deacon Judd.
Jno Bridgman
Joseph Parsons.
Chileab Smith. } Thomas Hovey. } Samuel Ball. }
Judah Trumbal.
Joseph Pomery.
Eng: Warner.

Hawley action
Jonathan Hunt
Samll Bartlet.
Jno King:-

Francis Barnard Plt: p Contra mr Eliezer Way Defendt, in an action of the Case, for pfending a right to a ott Cow of Said Barnards, & by Execution or otherwise wrongfully & illegally taking away said Cow, wch was sd Barnards proper real Right, to the value of Three pounds — wth al due damages, & al according to attachment {Entry. 10s}

In the action of the Case comenced by Francis Barnard against mr Eliezer Way of Hartford, the Testimonys & Evidences of the Case being pduced & Read In Coltt, & transferred to the jury, they brought in their Verdict that they find for the Plaintiffe his Cow & fifteen shillings Damage, & Costs of Coltt: as p bil allowed of thirteen shillings & six pence.

Thomas Bewey of Westfeild Samll Ely of Springfeild Hugh Roe of Suffeild, Petitioning this Coltt for Continuing their Lycences for keeping publicke house of Entertainemt for travellers & strangers; & Samll Partridge of Hadley desiring his Lycence for Selling Wines & liquors to the Neighbors, to al sd Persons their licences are granted upon this Condition — that they keep good ordr in their houses upon sd occasions.

mr Richard Lord of Hartford in Connecticot Plt: p contra Jonathan Ashley of Springfeild Defendt in an action of the Case for his denying, delaying or neglecting to pay him a debt or money due to the sd mr Lord pro sd Jonath Ashley wth just damages, to the Sum of Twenty pounds, & al according to attachment, See the marke ⊕ next page Entry 10s.

Miles Morgan of Springfeild Plaint: p Contra Samuel Gayers of Hartford in Connecticot Defendt, In an action of the Case for his having Such Societie wth his daughter Lydia, while she lived w him as a Servant, whereby a Child is borne that requires maintenance to such damages as shall be made to appease, & al according to attachment, Entry money. 10s

In the action depending Betwixt Miles Morgan Plaint: & Samuel

Gayens Defend^t, in an action according to attachm^t, bearing date Sept: 28: 1681: the Testimonies & Evidences being produced & read in Court, the Jury brought in their verdict, that they find, that in Case, the said Gayens according to Law be the reputed father of this bastard Child, then we find for the Plaintiffs Costs of Court, otherwise we find for the Defend^t Costs of Court

the Court finds for the Plaintiffs Costs of Court, as by bil allowed one pound eleven shillings six pence

⊕: In the action depending betwixt m^r Richard Lord of Hartford Plaintiff, & Jon^a Ashley Defend^t, the Plaint: wch drawe his action, & paid Entry money, & the Defend^t Costs: 14^s 00^d

Reice Bedortha of Springfeild Plaint: p^r contra Isaac Morgan Defend^t for a parcel of Coopery timber, according to agreement & also for an horse that was found faine, according to threatning words uttered by the said Morgan wch the Just damages, in al to the sum of Six pounds wch Charges also arising on the prosecution of the Case & al to be secured according to attachment, Entry 10^s

In the action depending between Reice Bedortha Plaintiff & Isaac morgan Defend^t, In an action of the Case for coop^rs timber, & an horse faine to^n Returne of said Estate, the Testimonys & evidences in the Case being produced & read in Court & transferred to the Jury, they brought in their verdict that they find for the Plaint: Thirty shillings and Costs of Court as by bil allowed off in Court: 1^lb 09^s 00^d

Reice Bedortha of Springfeild Plaintiff p^r Contra Jno Bagg of s^d Town defend^t In an action of the Case respecting an house by the said Bagg possessed & improved, & in his Tenure & Occupation consumed by fire wch a Considerable quantity of Corne to a Surrendry & Restitution of s^d said house & Corne or the ful value thereof wch Just damages, in al to the Sum expressed in attachment, & secured according to attachment {entry money 10^s}

In the action depending betweene Reice Bedortha Plaint & Jno Bagg Defend^t, the Testimonys & Evidences in the Case being produced & read in Court, & transferred to the Jury, they brought in their verdict, that they find for the Defend^t Costs of Court: as by bil allowed in Court twenty shillings,

Enos Kinsley of Northampton Plaint: p^r Cont^r Tho: Mrakins Senr of Hatfeild Defend^t, in an action of Review of an action of the Case Comenced by the s^d Kinsley march: 29: 1681. for non-payment of fourteen pounds in wheat at money price, at which is Boston due to the s^d Kinsley by bill, & also by agrem^t, & in Case of order for return or reversal of the said Judgm^t of Court, granted to the said Mrakins concerning the aforesaid debt at a Court holden at Northampton march. 29. 1682, together wch Charges allowed on the said action also wch allowance of Just Charges & Damages of this action of Review, & al according to attachment / Entry money. 10^s

In the action depending betwixt Enos Kinsley Plaint: & Thomas Mrakins Senr Defendant in an action of review of an action comenced by s^d Enos Kinsley Last Court at Northampton & committed to march 29. 1682. the testimonys & evidences in the Case being produced & read in Court, the Jury they brought in their verdict, that they find for the plaintiffs fourteen pounds to be delivered in Boston in wheat at money price, according to bil, hereby reversing the former Judgm^t granted against him & Costs of Court, viz: 1^lb 6^s 6^d

Thomas Mrakins Senr, the aforesaid Defend^t appealed from the Judgm^t of Court in Enos Kinsley his case aforesaid, to the next Court of Assistants holden at Boston on the first Tuesday of Septebr next ensuing, & the s^d Thomas Mrakins Senr Principle, & Jno Allice a Surety, acknowledged themselves to stand bound in the Sum of fifty pounds to the Plaintiffs that he will prosecute his Appeale to effect.

Preserve Clap chosen Constable for the town of Northampton tooke his oath in Court for the faithful performance of his office:

Edward Church acknowledged himself bound in a bond of ten pounds to the Town of Hadley upon Condito the Town of Hadley by their agents joining Issue wch him in a Case he intended to prosecute by Replevie upon a distraint of the s^d Church his Estate by s^d Towne, and that the s^d Church will prosecute to effect in said Case, til it come to a final Issue upon which account his action is entered as if so be he had attained his replevin by due Course of Law

Edward Church of Hatfeild taking out a Repleven for some of his Land distrained by the Selectmen in Hadley, upon which account he gave in bond to the value of ten pounds to prosecute said Repleven by complaint or otherwise, upon wch he entered his Complaint ag^t s^d Towne for distraining his Estate as aforesaid:

Edward Church of Hatfield complaining of the Town of Hadley for overrating him, & having replevied some Estate distrained, & the ye Towne defending by Leiut Philip Smith, & Samuel Partridge their Agents, The Testimonies & Evidences in the Case being produced, & read in Court & transferred to the Jury, they brought in a Special verdict, viz: that in case all rateable Lands wch in a Township be liable according to Law to pay Rates to such Charges which a Town merely by their own voluntary act hath brought upon ye selves, although it be done wth out the Consent of some such Party or Parties to whom such Lands doe belong, And also in Case the Act of the Towns-men of Hadley, by virtue whereof this Land in Controversie was seized, be valid in Law there being but two of them Freemen, They brought in their verdict that then they find for the Defendants Costs of Court, otherwise, they find for the Plaintiffe the Lands replevied, together wth the Restitution of the former seizement, by the Towns-men of Hadley & Costs of Court. this being a Special verdict the Court finds for the Defendts Costs of Court

Capt Cooke and acknowledged before the Court, one of the Select men of Hadley & a ffreeman acted in the thing tho his hand was not signed.

Edwond Church of Hatfield appearing in Court & shewing himselfe something dissatisfyed about his Case, & the Court accounting it an hard Case, they remitted his Costs in his Case wth the Town of Hadley.

Daniel White of Hatfield being chosen Constable for said Towne tooke his oath in Court for the discharge of his office or Trust.

Cornelius Mettey appearing Court, he being bound so to doe at Last Court at Springfield, & proclamation being made three tymes by the County Marshal, requiring any Person or Persons to bring in any matter of offence they had ag him, & there none appearing the said Cornelius Mettey was released of his form Bond.

Enos Kinsley of Northampton appearing in Court & desiring according to Law to prosecute in Jno Kinsley's heirs case, wth Thomas Meakins of Hatfield; & the Court not being so well satisfyed wth his power, viz: wth the ye Enos Kinsley's power, did respite that matter til the next Court at Springfield, & then the ye heirs are at their Liberty to prosecute in said Court.

Whereas Jno Allice of Hatfield, & Doctor Thomas Hastings had power of Administration granted to them & either of ym upon the Estate of Ephraim Hindsdale deceased wch was granted to said Persons at ye preceeding Court at Springfield, wch slipt the Record then, & ye force is now inserted,

Nathaniel Dickenson of Hatfield having bin formerly warned for a Juryman at Springfield Court Last past, & for not appearing in said Court was fined 6s 8d, & petitioning upon several Considerations for favo especially because of his wifes illness (of wch shewed) was released & abated said 6s & 8d.

Widow Pattey alias Samuel Owen's wife presenting her desire for a settlem of her first husband Pattey his Estate upon her Selfe & her Children, the wch upon some Considerations this court respited to the next at Springfield:

Nathaniel Dickenson of Hatfield formerly put upon Administration of the Estate of Jno Colefax deceased appearing in Court, & presenting a paper of the distribution of the ye Estate the wch being Compared wth the Inventory of the Estate, & the whole Estate being disposed of to p said Colefax his Debts &c: wch account the Court allowes & ordes it to be recorded as a distributi & disposal of ye Estate, & discharge the ye Nathaniel Dickenson from Administration on said Estate of Jno Colefax.

Jno Allice & Doctor Thomas Hastings (who were joyned together wth the Widow Relict to Ephraim Hindsdall, as Administrators to the Estate of said Hindsdal) appeaing in Court & presenting an additional Paper or account to be added to his original Inventory, consisting of debt & Credit to & from said estate, which the Court accepted & allowed off, & ye Administrators desiring to be released of their Administration a forese, the Court judge meet to grant their desires, they having given an account of what they have done upon the ye Estate to the Widows satisfaction, & the Administration to remaine in

her the 3d widow.

Samuel Bal of Springfeild having a Certif: Secretary of the Genl Corte his hand for his allowance to the freedome of this Colony, tooke his oath in Corte accordingly.

Thomas Havey of Hadley having like acceptance tooke the freemans oath in Corte.

Richd Lyman Nathaneel Alexander & Jnr Webb of Northampton goeing Scout on the County Service were allowed Six shillings ⅌ peice to be paid by the County Treasurr.

Samuel Church chosen Constable for the Town of Hadley tooke his oath in Corte accordingly for the Discharge of his Trust;

Nathaneel Phelps of Northampton, March: 28. 1682. appeared in Corte, & having a Certificate for a freedome of this Comonwealth, tooke his oath in Corte accordingly.

The Comissionrs for this County of Hampshire have met to open the County votes, & declare that the Choice fell upon the Worshipful Peter Tilton Esqr: for County Treasurer for the year ensuing.

The Relict of Joseph Baldwin Jun deceased exhibited to this Corte, the Inventory of the Estate of her late husband, to wch she made oath, & is on file w the Records of this Corte, & power of Administrator is by this Corte granted to Joseph Baldwin Senr (further to the deceased, & to the widow the Relict aforesd) upon the Estate of the deceased,

Heir followeth a Settlemt of the Estate of Joseph Baldwine Jun: deceased:

To the widow Relict to Joseph Baldwin deceased One 3d part of the whole Estate — to her own proper & absolute right for ever; to be set out to her in moorables; or paid to her out of the Estate by the Legatees, if it be Judged most meet to reserve some of the moorables for said Legatees, as also to have the ⅌ of one third part of the Lands for the time & terme of her natural life, or widowhood, she having the Care of her two young Children, as to their bringing up, & the ⅌ of the whole Estate til the Legatees here after Named come to age respectively, as also to have the ⅌ of the Now dwelling house, for the time or terme of her natural life or widowhood, As also a Liberty of a Gardening place, & orchard, soe much as may be for her Comfortable ⅌ & benefitt, as also a part in the barne for her ⅌ as aforesd, & for the aforesd Terme of her life or widowhood —

To Joseph Baldwin Eldest Son to the deceased a double portion of the Remaind, (after the widows absolute light, viz: Thirds of moorables is set out) viz: — £ s d
& his fathers Loome & Tackling to it; as also addition further of Land to the value of 33: 03: 09:
al which he shal receive out of the house & homestead in Hadley & Lands in ye: 32. 03. 04.
meadow, & for the said Sum or value of 32. 03 — 04 wch he receives together wth his portion, he shal make paynt to his two Sisters, as followeth; viz: to Mary Baldwin: — 16. 13. 04.
& to Hannah Baldwin the Youngest — — — — — — — 15. 10. 00.
& the 3d Hannah to receive — — — — — — — 01. 03. 04.
of her Brother viz: James Baldwin, wch makes up her portion to be. — 16. 13. 04.
al which shalbe well & truely paid by 3d Joseph Baldwin, & James Baldwin to their aforesaid Sisters in good Current pay, or if said Sons or either of ym shal Caush to set out; or pass over to the aforesaid Values in Land to said Sisters, they have their Liberty, & 3d Joseph Baldwin to have the house, viz: dwelling house, & the aforesd Conveniences ut to his mother aforesd, when her terme in them is at an End. —

To James Baldwin, his portion at: — £ s d 16. 13. 04
& to the value of 1. 03. 04 wch he pays to his Sister Hannah as aforesd, al wch to be set out to him in Land, viz: that part of the homelott his father bought of Isaac Warner, & the remainder to have out of the Meadow

To Samuel Youngest Son to the deceased. — £ s d 16. 13. 04
to be paid & set out to him out of the Land in the meadow: In al wch the Legatees they are not to be paid to Infringe the widows of the ⅌ of her Thirds of the Land as aboveed, but to have their ful Complement delivd when her Thirds of Lands & housing are released.

And whereas there is a reversion of Joseph Baldwin Senr Grandfather to the aforesd Children, of his house, or part of his house in Hadley, & his homestead, wch were in Partnership wth his Son deceased Joseph Baldwin Jun: father to the aforesd Legatees, wch by said Grandfather by a deed Legally Confirmed, is at his wifes death descending to said Legatees, wch in ye happeny & comes to be estate to them, the principle or full —

value of it to be divided amongst them, according unto & Consonant wth ye aforesd distribution viz to the Eldest son a double portion, & to the Rest equal shares or portions, & if any of the Legatees dye before they Come to be of age to receive sd Portions, the Survivors to Inherit according to this distribution, & if the Estate in whole or in part or parts by ye meer & Immediate providence of God be Impaired & shortened, likewise to be equally borne & abated out of sd Widows & Childrens Portions proportionably according as they are receives.

Joseph Kellog Junr & Gershom Hawkes being Presented for breach of the Sabbath in unseasonable travelling In the night before the Sabbath till midnight, & the Cort Judging such practises growing upon us, & thereby provoking to God have adjudged sd persons ten shillings a peice as fines to the County

ffrancis Barnard of Hadley being Presented by the Grand-jury for that he sold Mault without clearing of it according to Law was by this Cort admonished to be more careful for time to come & to pay the Clerkes fees: viz: 2s & 6d.

Samuel Marshfield of Springfield County Marshal acknowledged himselfe, & stand bound In the sum of ten pounds to Jno Holtum or his Substitutes upon this account, that whereas Thomas Hancox of Farmington obtained a Judgmt agt sd Holtum at Last Cort at Springfield, & upon which this Cort now grants said Hancox liberty to take out Executio, accordingly the Person above named stands bound as aboves in case the said Holtum or his Substitutes prosecute In the aboversaid Case within one year according to Law.

—We whose names are underwritten having received an order from the honrd County Cort sitting at Springfield Septebr Last, to view & Consider about the Alteratio of the way thorow the field at Westfield wch Thomas Noble doth Improve; We having Rode that way & viewed it, find that the way is not far about, but within a Smal matter as nigh as the way thorow the field, & for the goodness of the way, there is but one place that is any way bad & Thomas Noble hath made a bridge over it, onely it wanteth a little more to be done at the Westerly end of it, wch we Judge Thomas Noble should do at first, & then the Town of Westfield should take care to repaire it, this being done we Judge it best to alter the way, & let it turn where it is now beaten without Noble's fence wch encloseth his field, onely Tho: Noble must set up the gate at first that Leadeth to this way, for wth Submission to the Cort pleasure, we shal remaine yrs Servants, Samuel Marshfield Thomas Dewey.
Joseph Bedortha. Isaac Phelps.
The Cort Confirme the aboversaid alteration or Laying out of the said way.

Christopher Smith of Northampton petitioning in Cort to be freed from military Exercises, the 10th was granted to him accordingly.

The town of Westfield desiring Liberty to dispose of some Lands Lying within their precincts on the South-west side of the Country way against the dwelling house of Thomas Dewey, upon which account the Cort considering the Case, have given the Liberty to the Towne to be given out by them, as they shal see Cause, provided they Lay out a Country way at said place upon Sufficient firme Ground Six Rods breadth.

Abigail the Relict of Richard Mountague & Jno Mountague her son Executors exhibiting to this Cort the last will & Testamt of the deceased; To wch the worshipful Peter Tilton Esq & Joseph Smith jointly made oath, that the said Richard Mountague Testator was of Sound mind & perfect understanding when he made said Instrumt signed & Sealed it; As also presenting an Inventory of the sd Mountagues Estate, made oath that it was a true Inventory, wch Instrumts are upon file wth the Records of this Cort, & the estate to be disposed according to the Settlement of ye said Richard Mountague by his said Will.

Samuel Partridge presented to the Cort by the Town of Hadley for a Clerke of the writes in Hadley was appointed thereunto by this Cort

Joseph Selding being bound over to this for buying furres of the Indians, & letting ym have about one quart of Liquors; this Cort Considering the growing of such Evils amongst us, to give Testimony against them, or such like carriages have fined Joseph Selding for trading furres forty shillings, & for the liquors aforesd forty shillings as a fine to ye County Treasurer

Gershom Hawkes being bound over to this Court, for that he hath had lately a pack of Cards in his hands, & for that such things are of evil Consequence, & it being put to him whose they were, & if he would make discovery of it, but refusing; this Court adjudged him to pay as a fine to the County the sum of twenty shillings.

Samuel Bartlet of Northampton appearing in Court, & desiring to be freed from his administratorship, to the Estate of his Brother John Stebbins Senr, deceased, & the Relict to Jno Stebbins aforesaid, now married to Judiah Strong of Northampton, & he in his wifes Right being & sustaining the administratorship she had to her aforesd Husbands Estate, & being willing to take the whole care of it into his own hands, both as to debts Legacys at things & accounts relating to Children's rights, &c: and therefore Samll Bartlet was released of the aforesaid Administratorship.

Capt Aaron Cooke standing upon a Record as an Administrator to the Estate of Richard Goodman of Hadley deceased & he affirming he did not accept nor ever administer upon sd Estate, is declared to be no Administrator to sd Estate, & is released from any Care about it,

The worshipful major Pynchon desiring an Execution upon an Estate of Richard Exile, by virtue of a Judgmt obtained against him at march Court: 1680. upon wch this Court granted the worshipful major aforesd, to take out Execution accordingly, he having given in bond to the value of thirtie pounds to be responsible in case the defendt reverse the Judgmt wch in one yeer.

Mr Elizer Way of Hartford formerly howeing a judgment granted him at Jno & Benjamin Bowning & something hath been done as to executing upon sd Estate, wch Execution is out of date before he is fully satisfyed, & therefore this Court grants him the liberty, to take out further execution upon sd Estate of Benjamin & Jno Bowning.

In answer to the Petition of Sarah Miller the Court finding that Administration is granted Jointly & the son Thomas Miller not desireing to be discharged, but moveing for the Continuance of it, the Court see no Cause of Altering or discharging Tho: Miller, & for the Convenieney of the Widow doe appoint her the halfe of the dwelling house, at Least during her widow hood, which halfe she shal Chuse, the other halfe to her son Thomas.

Richard Weller of Northampton is Released by this Court of Military Exercises.

Several Proprietors of the former Township or begining of a Township at a Certain place up this River comonly called Squakeige, & whereas they Earnestly desire this Courts Consideration & Improvement of some meet persons to consider the ordering & Compacting of their Township, so as may be most Convenient as to civil respects, for the safety of the whole & managemt of affaires accordingly, so as may be in some Convenieney to the prmoting of the worship of God, & good Society; this Court have ordered & empowered Leiut: William Clarke & Serjt King Ensigne Lyman & Serjt Chapp as a Committee to hose affaires as aforesd.

Leiut. Wm Clarke, Capt Aaron Cooke & Deacon Wm Holton were appointed Comissionrs, to end small Causes in the Township of Northampton

William Markham of Hadley having applyed himself to the genll Court to be freed from military Exercises, both trainings & watchings, &c: & it being referred to this Court for a Conclusion as to sd matter, this Considering of it, have allowed to sd Markham his freedome aforementioned.

April: 18. 1682:

Nathanial Dickenson of Hatfield Appearing before the Worshipful major Pynchon & Mr Peter Tilton Esqrs: both of ye Assistants of this Jurisdiction, the Clarke of the Countie Court in Hampshire being present to attend, & desireing power of Administration upon the Estate of Joseph Gillit sometime of Hatfield deceased, whose Widow or Relict sd Dickenson had married, & in her Right was Administrator to sd Estate, which ceased at sd widowes death, & it being meeteful some Care be taken about said Gillits Estate aforesd to preserve the same for his Children, & said Dickenson desireing of it, = Accordingly ye said two ministers of Justice granted sd power to sd Dickenson.

Danll White of Hatfield Coadministrator to the Estate of Barnabas Hindsdale deceased presented to this Court an Accompt wherein was some addition to sd Hindsdales Inventory of his Estate wch was approved in Court & ordered to be entred as an Addition to the original Inventory.

There was pſented to this Court a will or last Testament of widow Wright of Northampton deceased to wch mr William Jeanes & Richard Weller made oath that she was of sound mind when she made it; the Estate to be distributed according to the will of the deceased: the original is on file =

The Grandjury at this Court pſented David Morgan, Nicholas Rust, Thomas Gibert, & Tobe the Indian Living w̄ Goodman Marshfield for wilful & vnnecessary absenting themselves from the publike worship of God vpon the Sabbath day lying at Quanbaug vpon the Account of Hunting, wch practice if allowed will tend to much prophaneness, & irreligion: Nicholas Rust is also pſented for travelling fro Westfield to Springfield on the Saturday night, when it was two howrs w̄ in night or thereabouts, when they Came into Westfield & might have, to have been welcome to have tarryd there, as it was affirmed by George Soxtone & his wife, to the Jury,: As also the Town of Westfield was pſented for not keeping a Packer, & Gager, Contrary to the Law, Title Caske & Coopr. As also Joseph Ashley of Springfield was pſented for takeing & marking other mens horses, contrary to Law to the grt damage of Sevall in the Countie: this was affirmed to Capt Cooke by Jno Kelog, Jno Moody Jos: Baldwine Junr, Luke Smith, & Genll talked of by others the above pſented persons for misdemeanors afore mentioned were ordered to be warned to the next Court at Springfield, to answer accordingly: —

At a Countie Courte holden at Springfield Septebr 26. 1682:

There were pſent for the keeping of this Court

The worshipful major Jno Pynchon } Esqrs.
and
The worshipfull mr Peter Tilton }

two of the honrd Magistrates of this Colony or Jurisdiction.

Leiut William Clarke
Capt Aaron Cooke, Senr } Associates.
Leiut: Philip Smith

And the Jurors were

Samuel Partridge
Seac: Jonathan Burt
Jno Lamb.
James Warrener
John Hitchcocke
Thomas Colton
Samuel Porter
Jonathan Hunt
Nehemiah Allline
Samll Dickenson
Thomas Noble
Josiah Dewey

Leiut mr Wm Clarke, Capt Aaron Cooke Senr & Leiut Philip Smith were at the Genll Court May last, appointed & allowed Associates, for the holding the Countie Courts in Hampshire the yeer Ensuing, as by Certificate fro the Secretary.

Thomas Huckfley of Southfield being chosen a Juryman to attend at this Court & warned accordingly, & not appring to attend this Service was fined in a fine of 6s & 8d to this Countie Treasury.

mr Richard Lord of Hartford plaintiffe
Contra Joseph Strickland defendt, in an action of debt due to him by booke w̄ damages to the value of 30li according to attachmt.

In the action depending between mr Richard Lord of Hartford plaintiffe & Joseph Strickland defendt, the attachment & Widences being read in Court & transferred to the Jury, they brought in their Verdict, that they find for the plaintiffe fifteen pounds Seven shillings & two pence & Costs of Court which are as by bill allowed of in Court

li. 06. 00

mr Joseph Parsons of Springfield plaintiffe
Contra Benoni Stebbins of Northampton in an Action of debt of about 50li in money according to attachment.

In the action depending betwixt mr Joseph Parsons Pla: & Benoni Stebbins defendt the attachmt & widences being produced & read in Court & transferred to the Jury they brought in their Verdict that they find for ye plaintiffe two pounds ten shillings in money, & Costs of Court, which are as by Bill allowed of in Court: thirteen shillings & six pence.

Victory Sikes Plaintiffe p Contra Quarterm George Colton as one of a Comittee Defend, in an Action of debt of four pounds, for the breach of an Agreem, according to attachm, damages

In the action Comenced by Victory Sikes Plaintiffe & George Colton (as one of a Comittee) defend, the Attachm & witnesses or Testimonys being produced & read in Co & transferred to the Jury, they brought in their Verdict, that they find for the Plaintiffe the Coven or Engagement sued upon, viz: four pounds in wheate, & Costs of Co, which are as by Bill allowed of in Co £ 01. 02. 10.

Jno Jogersol of Westfield Plaintiffe p Contra Thomas Granger of Southfield Defend in an action of the Case for non performance of an agreem to y damages of about ~~fifty~~ ten pounds & other damages according to attachm.

The partyes Concerned agreed mutually to w draw this action

Thomas Bay being warned to app before the worship major Jn Pynchon Esq to answer for his breach of the Law in Selling Liquors in smal quantities w out Lycence & being a tithing man the testimonys being read, the worship major Pynchon told him, there were three testimonys, that he had Rum in his house & offered it to Sale, & three testimonys of those that bought of him, & that his breaking of Law was proved by their tests, & therefore advised him to pay 5 to the Countie treasurie, rather then have the matter brought out further, he being a tithing-man he replyed he would appeale to the Countie Co, & there would be tryed by the Jury, whither the worship major Pynchon referred the whole Case.

In this Case of Thomas Bay referred to the Jury, the Jury brought in their Verdict that they find Thomas Bay Guilty of Selling Liquors Contrary to Law, if testimonys to the same thing do not the same time be valid & sufficient in Law; the Co Judges such testimonys valid & sufficient: And the Co having considered this business or Crime, & finee this course of Lodging & retailing Liquors w out Licence is so Contrary to Law, & the good Intent & end of the Law for bidding such practises, do adjudge the: Bay in the fine of five pounds, to the Countie treasurie, & defray al other Charges respecting this Case of the: Bay, as by bill allowed off in Co, viz: or w ij. 15. 6d. to the Constable 5. 6d. to Edw Smith: 2. 6 to Robert Ould. 3. 6. to David Morgan. 3. 6. to Sam Owen: 3. 6. to Sam Jones. 3. 6 the whole is 15. 6d. & other charges as for summond to speake or act in the case may according to Law demand:

Thomas Noble & Eleazer Weller of Westfield being admitted to the freedome of this Colony or Jurisdiction as p Certificate from the Secretary, they tooke in this Co the freemans oath.

Eleazer Weller of Westfield being chosen by the Town of Westfield to be the packer or Gager for sd Town, tooke his oath in Co for the faithful discharge of his trust.

This Co Grants to the Countie treasurer that he have power to issue out his Warrants to raise the value of a single Country Rate upon the Towns of this Countie to defray the diverse charges of this Countie

Timothy Hale Thomas Spencer & Thomas Huckleyal of Suffield are admitted to the freedome of this Colony or Jurisdiction as by attest fro the Secretary presented to this Co, & is on file, though the sd appeard not in Co to take the oath respecting ~~Freemen~~ ffreemen

David Morgan Nicholas Rust & Thomas Gilbert having had Legal warning for their appearance at this Co to answer to the Grandjurys presentment of them at the last Co at Northampton, & they neither of them appearing at Co when called three times by the Constable were fined either of them by this Co in a fine of Ten shillings p price to the Countie treasurie, where in this Co doth not acquit them fro answering to their misdemeanors presented by the Grandjury at the preceding Co; But the said persons appearing afterward in the Co & Confessing their fault or bold presumption to assent themselves w out Licence from the Co, & desiring the Co to favo that they would abate their fines, were accepted & discharged from said fines:

The Town of Westfield being presented by the Grandjury at the preceding Co at Northampton for not keeping a packer or Gager according to law and warned to appear at this Co, Josiah Dewey One of their Inhabitants appeared in Co & alledging acceptable reasons to this Co, those Towne were discharged

Samuel Marshfield of Springfield & Edward Smith & Samuel Roe of Suffield being bound in a bond of 20 that Thomas Granger of Suffield should appear at this Co, & abide the order of the Co, & sd Granger not appearing being called three times, this Co doth therefore Judge the said bond ~~forfeited~~ (of the forsd persons) to be forfeited; But yet the persons concerned viz: Jn Jogersol Plaintiffe & the: Granger defend, appeared in Co & declared themselves to have agreed, & w drew their Action, & were allowed by this Co to have the bond that was declared to be forfeited to be given up to them.

Rolland Thomas of Springfield desiring of this Co to be freed fro military trainings is accepted in this his desire.

Mary the relict or Widow of Jeremiah Horton of Springfield late deceased appeared in Court & presented an Inventory of the Estate of her sd Husband deceased & made oath that to the best of her knowledge, it was a just Inventory of the sd Estate, & that if more be found, she will also disclose it; Some, & he the said Jeremiah dying Intestate, Power of Administration upon ye Estate was granted to the Widow, & to Rolland Thomas & Henry Chapin together wth her, & further settlement of the Estate is Respited to the Next County Court at Northampton

Samuel Bliss Senr presented a Petition to this Court wherein he desired that the debts of his Brother Lawrence Bliss deceased which are unpaid, should be paid out of the Moveables Estate of sd Lawrence Bliss, that so the Lands might be & Continue whole entire or undisposed for the Children: this Court doth determine & order that they that have said Moveables do discharge ye sd debts that are remaining.

Whereas the Country Road or high way at the New Plantation called Freshwater River was formerly stated by the great River side; this Court doth order that the Country way below the Riverett of said Plantation of Freshwater River should now be & by thorow the Town Platt of said Freshwater River, were it is now laid out

General Court held at Boston. May: 24: 1682

Lieut Jno Maudsley of Westfield presenting a Petition to the ~~Court~~ General Court respecting some part of his home-lot by him layd downe for the accomodating of some Neighbors there, according to Counsel & order of the General Court. octobr. 10th 1679, respecting Hampshire, that their Inhabitants should more compactly model their dwellings, that the Inhabitants of ye Towns of Hampshire might so be more defensible against the Indian Enemy, the said Gent Court did Refer the whole matter to the consideration of the Countie Court in Hampshire, & did Impower them to Act therein & to settle the sd bounds as the Law directs in such Cases & as might remove al grounds of just Complaint fro sd Petitioner, this Countie Court therefore taking into Consideration the said matter, did respite the whole Case to be Issued at the next Court at Northampton, where the Inhabitants of sd Westfield might appear to allledge what they have wth them so to doe; & in the mean time Lieut William Clarke & Capt Aaron Cooke of Northampton were desired & appointed by this Court as a Committee to goe upon the place, & to view the same & to give the best Information they shal find to give to the said Court,

Mr patricke Cunningham now resid in Springfield being by the Grand Jury presented to this Court for exacting prices in selling Marchandize Goods in Springfield, this Court considering the things & prices presented cant but judge that his selling is wondfully Excessive & oppressive & Contrary to the Law of God & man & that such Cases are very way as a Mark to the persons & places were they be practised, & therefore this Court doth adjudge the said Mr Cunningham to pay a fine of five pounds to this Countie Treasurie, and this fine to be paid in Money or in Wheate,

The Grandjury presenting to this Courtes Consideration that some order be taken about the Countie or Country Road at Quaubaug at a Muddy Brooke called Coye's Brooke, that travellers may passe wth Safety: upon Enquiry & Consideration made this Court finds this returne that about a quarter of a Mile or ye abouts, there is a feasible way, Northward or North-east of the old mirry way at sd Muddy Brooke.

Joseph Ashley being presented by the Grandjury at the preceding Court at Northampton for dishonest practises ~~of the Court~~ & not appearing being called, that Court ordered to appear at this Court, this Court adjudges him in the fine of ten shillings to this Countie Treasurie, not yet discharging the said Joseph to answer to their presentment.

Nicholas Rust being presented at the preceding Court at Northampton for travelling in the Night before the Sabbath Day, two hours wth in Night or thereabouts, & for profaneing of holy time by such travelling, & being ordered to appear at this Court, this Court therefore considering the prone of men to intrench upon holy time & to prevent such ~~illegal~~ practices in time to come, doth Sentence him sd Nicholas for such profaning of the Sabbath, in a fine of 10s to this Countie Treasurie.

David Morgan Nicholas Rust Thomas Gilbert & Tobie the Indian (living wth Samll Marshfeild) appearing in Court to answer to that they were presented by the Grandjury at Northampton Court last, viz. for lying at Quaubaug on the account of Hunting, & there absenting themselves fro the publique worship of God on the Sabbath Day; this Court considering the danger of conniving at such irreligious practices of mens absenting of themselves from the publique worship of God, & how such absentings & connivings at such absentings doth endanger the whole concerne of Religion amongst us, wch is violated if the sanctification of the Sabbath be not conscientiously attended; this Court therefore doth adjudge the several said persons to pay Ten shillings a piece as a fine to this Countie Treasurie, hoping ty this way may make al others that fear & hear, to fear & do no more such provoking evils:

Joseph Ashley appearing in this Court to answer to his forementioned presentment viz: for his taking up other mens horses, & marking them Contrary to Law, & to the damages of the True propriety of said Horses, this Court have considered the dishonesty & disorder of such practices, & have seriously admonished the said Ashley that he take heed for time to come, that his Neighbors suffer no such grievances from him, & so the said Ashley was dismissed

John Bidortha & Thomas Hunter being presented by the Grandjury for absenting themselves from the publique of Worship of God on the Sabbath Day, before it was ended, & for smoaking of tobacco in the street going homeward in that disorderly manner, were adjudged in the fine of two shillings & six pence p price to this Countie Treasurie, & to pay al other charges respecting Constables & witnesses

For the settlem^t of the Estate of Jno Pettey late of Springfield deceased, the Relict of sd John Pettey being married againe to Samuel Owen, & said Samuel Owen declaring in Court he would not meddle wth Cattle & Swine, since their marriage, the which this Court approves of & further this Court doth conclude & determine that the Relict of Jno Pettey (now wife to Samuel Owen) binds her right in the thirds of the Lands according to Law shal have thirty pounds of the moveables of sd Estate to her selfe, as her own proper right, to be at her owne purely & free disposal, Samuel Owen have thirty pounds of the Estate of disposal or alienation of said Estate of moveables wth out the Consent of his wife; & that the Rest of the Moveables, being about sixty pounds together wth the Lands in Springfield, & Suffield & that Land at Suffield lately purchased of Daniel Camada, be to the Children, as they come to be of age, & this Court orders that Samuel Marshfield do deliver up to the Clerke of the Court any Deeds Covenants or Writings of Contrightances of the said Samuel Owen's that he hath in his keeping

The Select men of the Town of Springfield, & of Northampton, & of Hadley, & of Hatfield & of Westfield being presented to this Court for not assisting of the Several Persons of their Inhabitants that are Excessive in their apparel wearing silkes & other forbidden apparell beyond their rankes, or beyond what the Law allowes wth by the Country is wronged of their dues, this Court therefore orders that the Select men of every Town should meet together in their Several Townes, & Consult to do their bt most Care to attend the directions of the Law in the premises for what they are presented & to see to the due Execution of the sd Lawes & orders for this Jurisdiction, & so ye Select men for Springfield were discharged: And this Court orders that the Select men for Northampton, & for Hadley, & for Hatfield, & for Westfield, or any one of them in the Name of the Rest do appear at Northampton Court next to give answer to right their presentm^ts, & this Court doth Expect & Require that this sd Select men se to it that al Persons wearing unsuitable Excessive apparel be cossed according to the Lawes of this Jurisdiction

The Grandjury presenting to this Courts Consideration the difficultys & dangers of the Ferrey at Hadley by reason of Insufficient Boats & Canoes, as also by reason of neglect of attendance suitable to Ferreys & for travellers, this Court doe order that the Ferrey man be warned to appear at Northampton Court next to answer to such presentm^ts

The worp^ll Major Jno Pynchon Esqr offering to this Courts Consideration, whether or not for the encouragm^t & promoting an Artillery in this Countie they would allow that the Captaine of the Artillery should have a Liberty to invite some principal & worthy Persons to dine wth the Artillery at the charge of the Countie, this Court doth allow that the Captaine of the Artillery may invite such qualified Persons to the Number of twelve, & the Countie Treasurer to defray the charges of their diner,

Benjamin Knowlton desiring of this Court to renew his licence for keeping the house of correction, this Court allowes his request for the year ensuing, & the priviledges thereof.

Whereas there is a parcel of Land in Springfield upon the hil over the muxey meadow before the towne containing four acres more or lesse, & belonging to the house of Correction, & it is thought convenient & best to make Sale of the same, therefore this Court desires the Worp^ll Major Jno Pynchon Esqr to treate wth such men as shalbe desirous to buy the said Land, & to sel the foresaid Land to such Persons to the best advantage of for this Countie.

Also this Court doth appoint that a deed of Sale be made for that Land that hath been bought of Thomas Mirricke & Samuel Ely for the setting up the house of Correction where it now standes

Samuel Ely being complained of to this Court for that he Contrary to the Law did smoake tobacco in the street before his house, this Court doth Sentence him to pay two shillings & Six pence as a fine to the Countie Treasurie

The Committee for Hopkins schoole in Hadley presented to this Court a returne or account concerning said Schoole wch is as followes,

Whereas the worpll Edward Hopkins Esq. who sometime dwelt at Hartford upon Connecticutt and after removed to Old-England, when finishing his Course, he in Testimony of his sincere affection to the worke of the Lord in these forreigne parts, & as an Expression of his zeal to ye Glory of God therein, bequeathed a Considerable Estate to be imployed for the Educating of Youth in good Liturature, & Intrusted the same to be disposed by the wisdom & fidelity of Theophilus Eaton Esq. mr Jn. Davenport, the Reverend Pastor of the Church of Christ at New-Haven, Capt Jno Cullick & mr William Goodwine, Sometime of New-Haven & Hartford

Be it Known that the sd mr Jno Davenport & mr William Goodwine did, as by their Deed vnder their hands & Seales (bearing date at Hadley & New-Haven: April: 30. 1664. & May: 30th 1664. havening first made over the Sum of four hundred pounds, to the town of Hartford for the Erecting & maintaining a gramar Schoole there) appeares make a free Donation of al the Rest of the sd Estate given by sd Edward Hopkins Esq to be disposed as aboved, viz: both that of it wch was in New-England, & also five hundred pounds which was after mrs Hopkins her decease to be sent over to the Towns of New-Haven & Hadley to be equally divided between the said Townes, Excepting one hundred poundes that was to be paid, out of that part wch belonged to Hadley, vnto Harvard Colledge; this was to be imployed in Each Towne for the Erecting & maintaining of a Grammar Schoole & Committed to the managem't of their Assignes & their Successors, wch they should from time to time chuse for the pursuance & putting in Execution the End of the pious & worthy Donor.

The Assignes first nominated & appointed by mr Davenport & mr Goodwine in their original Deed were Jno Russel & Leiut: Samuel Smith Andrew Bacon & Peter Tilton, of whom Andrew Bacon not accepting & Peter Tilton delaying his acceptance vntil some further overtures had passed between mr Goodwine & the Town of Hadley, afterward he accepted of said worke & Aaron Cooke Junr was chosen by mr Goodwine wth the Consent of the Rest in the Roome of the said Andrew Bacon, he accepted the same March, 26th: 1669. And the Schoole by a joint vote & agreem't was called Hopkins Schoole.

Those remained the Assignes or Comittee for the said Hopkins Schoole vntil the 7th of Decembr. 1680. when Leiut Samuel Smith lying sicke & perceiving his apprehending end, the said Leiut Samuel Smith & mr Peter Tilton, Capt Aaron Cooke & Jno Russel chose his son Leiut Philip Smith to succeed in the Room of his father in the sd Trust: He the said Philip Smith delayed his acceptance of the sd trust vntil April 13th: 1682. & then he accepted & acted wth the Rest: Likewise mr Peter Tilton haveing Long desired to lay down the burden of that Service, & being vnwilling after al intreaties to continue the same, on the said 13th of April 1682. he laid downe the said Place, the Rest of ye Comittee yeilding thereto, He haveing first together wth the sd Capt Aaron Cooke Leiut Philip Smith, & Jno Russel made choice of mr Samuel Partridge to succeed in the roome of the said mr Peter Tilton; And on the said 13th of April, 1682. the said Samuel Partridge accepted the said Service & acted therein, so that ye pseent Comittee for Hopkins Schoole in Hadley are Capt Aaron Cooke, Leiut Philip Smith mr Samuel Partridge & Jno Russel.

The Estate of Hopkins Schoole pseented to the Comittee was.

	lb	s	d
By mr Goodwins account as in the particulars of it appes:	308.	01.	11.
Item given by Thomas Coleman	005.	00.	00.
Item by mrs Westwood	013.	17.	02.
Item by the Widow Barnard	002.	00.	00.
	328	19	01

Item given by the Town of Hadley to the Schoole two Medows lying about the Mill, comonly called the Schole medows, by estimate about Sixty Acres of Medow.

Item given by Nathaniel Ward of Hadley to the Schoole an house wth about an Acre of Land, & about twelve acres of Medow Land

Item given by Jno Barnard twelve Acres of Medow Land,

Item given by mr Henry Clarke about Eleven acres & half of Medow Land.

This house & Lands have not been brought to any particular Valuation

Item there is by the said Bird of mr Davenport & mr Goodwine the one halfe of five hundred pounds wch mr Hopkins by his last Wil ordered to be sent over to New England, given to the said Hopkins Schoole in Hadley, the which hath not been yet received, & we fear is noe more like to be.

The Account of the Estate of Hopkins schoole in Hadley is

	lb	s	d
Imprimis mr Goodwin gives an acct of charges expended by him to settle the Estate:--	10.	00.	00.
Ite: Lost in the price of an house & Land bought by mr Goodwin & allowed:	25.	08.	01.
Ite. building a cellar frame & chimney & oven while the Mil was building:--	03.	00.	00.
Ite. building an house over the Mil - - - - - - - - - - - - - - - - - -	12.	03.	00.
Ite. building an house for the Miller to dwel in - - - - - - - - - -	43.	19.	03.
Ite. building a barn for the farme - - - - - - - - - - - - - - - -	10.	00.	00
Ite: fencing in the farme at first - - - - - - - - - - - - - - - -	26.	04.	00.
Ite. by fencing twice more after the warre. - - - - - - - - - -	20.	00.	00
Ite paid to clear the gift of Nathaniel Ward wch was conditional of clearing a debt to mr Hopkins. - - - - - - - - - - - - - - - -	17.	00.	00.
Ite to William Markham for a Rood of Land & for the repair of a barne.	15.	00.	00.

The remainder of this Schoole Estate except house & Land was al of it expended in building a mil & dame, & repairs of the house, & in setting up & maintaining the Schoolemaster, in the beginings of the worke, principally by mr Goodwin, before the Comitte had any Considerable Influence into the worke.

The Mil thus erected & fitted, yelded at first five or six & twenty pounds p Annum afterward about twenty pounds, wch al of it that could be spared from necessary repairs was imployed toward the maintaining the Schoolmaster for the sd Grammar schoole, until in the Indian War it was burnt & consumed by the Enemy, except the Irons & some smal remaines.

Those wch the house & Lands yet continue of the school Estate, the farm being now fenced again, & the Last year let out to Tenant hath yelded some smal rent, wch is imployd toward the maintaining of the Schoolmaster

This is the true account of the State & Estate of Hopkins Schoole in Hadley this pſent 25th of Septr 1682.

Jno Russel.
Aaron Cooke.

This Cort having perused this Returne or Account ~~of~~ from the Comitte of Hopkins his Schoole in Hadley do accept & allow thereof, so far as it is pſent, & do take notice of the pſent Comitte for Hopkins Schoole in Hadley to be mr Jno Russel Pastor of the Church of Christ in Hadley, Capt Aaron Cooke, Leiut Philip Smith mr Samuel Partridge al of Hadley whom this Court do allow & approve of al, & do desire & expect their further management & carrying on the affaires of said Schoole, from time to time, wch this Court wilbe always ready to pmote & encourage as need may be or require:-

At a Countie Corte holden at Northampton
march: 27th 1683.

where were pſent for the holding of this Corte.
the Worshipt Maior Jno Pynchon & the worshipt Peter Tilton } Esqrs.
Aſsistants of this Jurisdiction

Leiut William Clarke
Capt Aaron Cooke Senr } Aſsociates.
Leiut Philip Smith.

the Jurors were
Mr Joseph Hawley.
Bracie Mirad Pomery.
Joseph Parsons Senr
Samuel Ely.
Leiut Jose: Kelog.
John Hubbert.
Eliezer Frary.
John Cowles.
John Pengilly.
Peter Mountague
Ens: Samt Coomes
Isaac Sheldring
Samt Allinn.

Samuel Gardiner Senr Plantiff pr contra Thomas Hovey Samuel Boltwood & John Hubbert Junr Defendts. In an accounts of accounts for that the sd Gardiner Sent & delivered to three Barrels of Porke to the sd Partyes to be transported to Hartford to an account or returne of said Porke to the value of Nine Pounds besides Damages, & al according to attachmt,

In the action depending In Corte wherein Samt Gardiner Senr. Plantiff & Tho: Hovey Jno Hubbert Junr Samt Boltwood defendts, the testimonys & witnesses in the Case being read in Corte & transferred to the Jury, the Plantiff acknowledging the receit of two of said Barrels of Porke, they further find for the Plantiff three pounds five shillings or a barrel of Porke to be delivered at Hartford, & Costs of Corte, as pr Bill allowed one pound two shillings.

Mr James Cormish Plantiff pr contra Georg Sextone Junr defendt, in an action of the Case in wrongfully takeing, & ryding his hay w[illegible] out Leave, according to attachmt,

In the Action depending betwixt Mr James Cormish Plantiff & George Sextone defendt the testimonies & witnesses in the Case being produced & read in Corte & transferred to the Jury, they find for the Plantiff, forty shillings & Cost of Corte, as pr Bill allowed, one Pound [illegible] shillings & six pence.

Benoni Stebbins Plantiff Per Contra Joseph Parsons Senr Defendt, In action of Review of an action of the Case comenced by said Parsons at a Countie Corte holden at Springfield. Septibr 26. 1682 wherein sd Parsons obtained of sd Stebbins to the value of fifty shillings in Money, besides Corte Charges, when upon account of sd Debt, as now may appeare he had received & Improved one Barrel of Porke of said Stebbins in Boston, Porke being vsually sold then at between fifty shillings or three pounds a barrel then, al which exposed the sd Plantiff to the Charge of about four Pounds ten shillings, besides Charges in this Action, & al according to attachmt,

In the Case depending in Corte betweene Benoni Stebbins Plantiff & Joseph Parsons Senr Defendt, in an Action of Review of an Action comenced at a Countie, Sept: 26: 1682, & testimonys & witnesses In the Case being produced & read in the Corte, the Jury brought in their verdict, yt they find for the Plantiff, fifty three shillings in money & thirteene shillings & six pence in wheate (hereby reversing the former Judgmt) & Costs of Corte, which are as pr bill allowed one pound seven teen shillings & six pence

An Inventory of the Estate of Reice Bidortha of Springfield deceased was pſented to this Corte to which the widow his Relict made oath, before the worshipfull Maior Pynchon, & power of Administration is granted upon said Estate to sd Widow & Joseph & Samuel Bidortha his two Sons, & as to settlemt of the Estate, this referred to a more convenient Season.

Stephen Belding & Mary his wife being bound over to this Corte as having committed fornication one w[illegible] another before Marriage, & upon Examination he owning the thing & humbly petitioning for Consideration mercy & Pitty to be showed to them, yet nevertheless the evil being by this Corte accounted very vicious & provoking In the sight of God, and a growing evil amongst us, have adjudged sd Stephen Belding & Mary his wife to pay five pounds a peice to the Countie treasurer in wheate or money forthwith, & to stand Committed or in hold till the payment made,

The town of Springfield being pſented by the grandjury for a defective Bridge upon Paucatucke Brooke between Springfield & Westfield, & it being affirmed by Mr Samt Marshfield that Care is taken already by said Town about the repairing of ye sd Bridge, & wil speedily be done, & upon that account the said Town are relaxed

Mary wife to William Webster of Hadley being under strong suspition of having familiarity wth ye Divel or vsenig witchcraft, & havenig been in Examination before the worshipful mr Peter Tilton, & many testimonys brought in against her, or that did seeme to center upon her; relating to such a thing, & ye worshipful mr Tilton aforesd binding her to appear at this Corte, & this Corte having Examined her yet further, & testimonys aforementioned, Looke upon her Case or the matter as belonging to the Corte of Assistants to Judge of: & therefore have ordered the said Mary Webster to be by the first convenient season sent to Boston Jaile, & committed then as a prisoner to be further examined there as aforesd, & the Clerke to gather up all the Witnesses, & fit them to be sent down by the worshipful mr Tilton to ord honrd Governor, that he may Communicate them to the Magistrates as he shal judge meet, or further order the prosecution of said Matter

Thomas Noble of Westfield being pesented by the Grandjury for Travelling on a day of Humiliation publiquely appointed by the Genrl Corte, which he owned, pleading his necessity for Comenig home & yet this Corte Considering said offence, being a growing evil amongst us, many Persons too much disregarding such Extraordinary Dutys, & Seasons, have adjudged sd Noble to pay as a fine to the County treasurie five shillings.

Chileab Smith of Hadley & Jno Wels of Hatfield chosen Constables for sd townes tooke ye oathes in Corte accordingly wch in their pleines respectively to preforme ye trust.

Robert Ashley of Springfield deceased his last will & testamt together wth an Inventory of his Estate was presented to this Corte, wch will was attested to upon oath by mr Jno Holyoke before the worshipfull major Jno Pynchon, & the worshipfull Major Pynchon made oath before this Corte as witnes to sd Will, & it was thereupon approved & Confirmed in Corte as the last will & testament of said Robert Ashley deceased, & whereas he nominated no Executor to his said Will; this Corte therefore appointed & allowed the Widow Relict of sd Robert Ashley & Joseph Ashley his Son as Administrators to said Estate of Robert Ashley.

Japhet Chapin of Springfield presented the last will & testamt of his mother Cicely Chapin Widow deceased together with the Inventory of her said Estate wch will was approved in Corte & the Estate in the Inventory to be disposed according to the will of the deceased.

Nehemiah Alline of Northampton applying himself to this Corte, that according to Law they would impower the Administrators of the Estate of Samuel Hindsdall deceased to make Signed Deeds & Securitys for a Parcel of Land bought by Jno Alline deceased of Samuel Hindsdall deceased, & now of Right belonging to the Relict Mary Alline, wife to said Jno Alline aforesd, or to his two Sons; & it appearing to this Corte by an ordr formerly given by the Genrl Corte Impowering said Hindsdalls Administrators as aforesaid, & now it appearing by a receipt that a Considerable Sum is paid, & being affirmed that full testimony in the matter was produced & presented at the Genrl Corte & as it appeared there was satisfaction about said Matter, as the ordr aforesd; this Corte Impowers & appointy said Administrators viz: Jno Colemen & Mahitabel his wife to make & sign Deeds & Deliver & acknowledge them according as the Law directs, passing over sd Lands unto sd Jno Alline his heirs. viz: his two Sons; whose right it is:

Obadiah Miller of Suffield was Released military trainings by reason of his age & other incapacities for that Service attested by Serjeant Pengilly, of sd towne & officer in said Company of Souldiers.

Mr Patrick Cuningham presented a Petition for abatemt of a fine or part of it amerced upon him at the last Corte at Springfield, this Corte Considering it & circumstances of the case, fe no reason to abate & he having misbehaved himself before the Worshipful Mr Peter Tilton by sedall unworthy speaches & Carriages: this Corte admonished him upon sd Accounts to be more carefull & watchfull of his behavior for time to Come.

Samll Ely of Springfield & Thomas Dewey of Westfield & Thomas Huxsley of Suffield desireing a licence for their keeping of publiquee houses of entertainemt & to sell wines & liquors unto travellers & others, wch was granted by this Corte to Samuel Ely in the town of Springfield, & Thomas Dewey in the Towne of Westfield & to Thomas Huxsley in the town of Suffield. for this year ensuing, they keeping good orders in their houses upon sd accounts.

John Coleman & Mahitabel his wife presenting to this Corte a Petition relating to an accompt of the Distribution of the Estate of John Roots & Scrowals being produced & are upon file as a Return of accompt, wch this Corte accepted; And likewise this Corte ordrs that the Land of Samuel Hindsdall deceased Inserted in said Inventory of John Roots Estate be accounted an error, & to stand to & abide in said Samuel Hindsdalls Inventory as his Estate as indeed it is:

this Corte Considering the inconvenience that ye Grandjurys have not the oath to the said worke till the Courts respectively

respectively sit, Have ordered that notwithstanding o^r Grandjurys & Jurys for trials of Causes are comprized in this Countie into one Company of Persons for both the aforesd trusts, for the better takeing notice, or to stir up said Persons as Grandjurors to a more careful & studious attendance to search & find out al misdemeanors & breaches of the Laws of this Jurisdiction, & that they may be the better capacitated & prepared to have their presentments in a readines, when the Courts respectively successively begin, do order that ye Clerkes of the Courts in this Countie doe give it forth in their warrants for Jurors aforesd, that the Constables forthwth upon receipt of warrants aforesd Assemble their Freemen & make choice according to ye tenor thereof, & forthwth warne said Jurors to appear before the next Magistrate respectively to take their oaths before him for discharge of their trust, as Grandjurors, & Returne likewise be made to ye Clerkes of the Courts as formerly, of whom are chosen & Sworn as aforesd:

The Comittee for Hopkins School in Hadley moveing to this Court that a smal house in Hadley, wch Goodm: Nathan^ll Ward gave to the Schoole, standing very inconvenient, & needing repaires, wch will take up more then the Revenue will yeild, may therefore be exchanged for some Land wch will better advantage the Schoole, this Court being fully satisfyed that it is to the advantage & benefit of sd Schoole & inordr to the promotion thereof, do allow & approve of their Exchange & sale of sd House & Acre of Land to Jno Kellogg, for a parcel of Land, or part of a Mill in Hadley, bought of Robert Boltwood which premises, are now to be in Lieu of Wards gift to Hopkins School in Hadley & to belong thereto for to be helpful to the maintainance & support thereof from time to time

March: 27: 1683: A further Agreem^t bindes what was agreed on & Confirmed by the County Court in Northampton: March: 168 1/2: betwein Widow Miller & Thomas Miller her son as followeth Imprimis the said Thomas Miller is to have two oxen two Cowes & a heifer one horse, one Mare, & ye part of the Saw Mill wch belongs to that Estate & the Boate, & halfe al the tooles & halfe the Tackling to the Husbandry affaires, & the military armes wch he, the said Thomas formerly ofed as his owne

2ly. The said Thomas is to pay al just & due Debts fro the Estate wch Cowse Contracted before the time of his ye said Thomas Marriage, & to receive for his owne vse al Debts belonging to the sd Estate, Also the sd Thomas is to pay Deborah & Mehitabel their portions according to former agreem^t & ord^r of the Countie Court,

3ly: The Remaind^r of the moverables & the rest of the Cattle to be & remaine the proper Estate of the widow his Mother, she being bound & engaged to pay the other two Daughters, their Portions viz: Martha & Experience accordg to ord^r & agreem^t as aboves^d & in Confirmatio & testimony of ye Consent to the premises they have both subscribed their Names, the Day aboves^d:

Sarah Miller.

And Thomas persuaded the aboveseid was relaxed further [illegible] as an Administrator.

Thomas T. M: Miller
his Marke:

The aboves^d was approved & allowed in Court

James Warriner of Spring field being presented by the Grand Jury for Travelling upon a publick day of Humiliation appointed by the General Court & Jno Peck of Springfield or Freshwater for travelling fro the Day-ward on a publick day of thanksgiving appointed as aforesd, attested by nicrafe Turner & Israel Rust: Also the town of Suffield was presented for not maintaining a sufficient Countie Road so far as Lyeth wch in their bounds betwen West field & Windsor. Al which & the Witnesses are to be Warned to the next Court at Springfield to Answer to their said presentm^ts.

Thomas Bay of Springfield petitioning this Court for abatem^t of his amercem^t at Last Court at Springfield, which was not accepted:

At a Countie Corte held at Springfeild Sept: 25: 1683.

there were pſent for the holding of this Court

the worship^ll Peter Tilton Esqr one of the hono^rd Assistants of this Colony.

Leiut: William Clarke
Capt. Aaron Cooke Senr } Associates
Leiut: Philip Smith.

the Jurors were

Capt Aaron Cooke Junr.
Quart^rm^r George Colton
Charles Ferrey.
Jno Dorchester
Jno Hitchcocke
Luke Hitchcocke
Deacō Medad Pomery
Serj^t Jno King
Samuel Church.
Samuel Beldin
Thomas Dewey
Anthony Rustine.
Thomas Stebbein a Jury man
Jn the: Dewey his Case:

Leiut William Clarke Capt Aaron Cooke Senr & Leiut Philip Smith were approved & allowed, by the Council May Last, as p certificate from the Secretary, to be Associates for the Keeping Hampshire Cortes the yeer ensuing,

Deacon Medad Pomery pſented to this Corte the Inventory of the Estate of Henry Woodward of Northampton Late deceased, who died Intestate; & Elizabeth the Relict of Henry Woodward, having made oath before the worship^ll Peter Tilton Esqr that it is a true Inventory, this Corte doth grant power of Administration upon sd Estate to said Elizabeth the Relict of sd Deceased, as also to her Son Jno Woodward & the ful Settlem^t of said Estate is Respited til the next Corte in this Countie.

Deacon Medad Pomery pſented to this Corte the last wil & testam^t of Richard Ingraham of Northampton late deceased together with the Probate thereof, which is on file wth the records of this Corte, & this Corte doth allow & Confirm the said Wil & testam^t of sd deceased

Also Deacon Medad Pomery pſented to this Corte the Inventory of the Estate of said Richd Ingraham of Northampton Late deceased, & the sd Deceased having made his will, the wch wth the Probate y^of being pſented to this Corte, & allowed of by sd Corte; this Corte expects the disposition of sd Estate according to said Will of said deceased: —

Also the last wil & testam^t of Jond Ingraham (the Relict of Richard Ingraham aforesd) of Northampton late ~~deceased~~ deceased was pſented to this Corte wth the probate thereof (wch is on file wth the Records of this Corte) & this Corte allowes & Confirmes said last wil of sd deceased.

Also the Inventory of the Estate of Jond Ingraham was pſented to this Corte, & this Corte doth order that the disposition of the Estate be made according to the wil of the deceased pſented to this Corte

Deacon Medad Pomery pſented to this Corte the Inventory of the Estate of Sam^ll Lancton ~~of Northampton~~ late deceased, who died Intestate, & oath being made to it, before the worship^ll Peter Tilton Esqr by Elizabeth the Relict of sd deceased, that it was a ful Inventory, this Corte grants pow^r of Administration upon said Estate to the sd Relict of Sam^ll Lancton & her father Nathaneel Phelps

John Dorchester pſented to this Corte the Inventory of the estate of his father Anthony Dorchester of Springfeild Late deceased, who died Intestate, & he made oath that it was to the best of his knowledge, a true Inventory of his sd fathers Estate, & that if more doe appeare, he wil discover it: And this Corte doe grant power of Administration upon the estate to Jno Dorchester & James Dorchester the Sonns of the Deceased, & the ful Settlem^t of the Estate this Corte Respites to the next Countie Corte.

Leiut: Thomas Stebbein of Springfeild being late deceased, & the freinds of sd Leiut: Stebbein being by Gods afflicting hand upon them Disenabled to attend to take the Inventory of the sd deceased his Estate, yet upon the motion of some of the Relations to this Corte concerning pow^r of Administration upon

the Estate of the sd deceased, this Court doth Grant power of Administration upon the estate to the Relict of the deceased & to Thomas Stebbin & to Samuel Ball, & do expect that they take care to take an Inventory of sd Estate & make pfontm thereof to the next Countie Court & Looke after a full Settlemt of sd Estate

Thomas Hanchet of Suffield desireing to be freed from military Exercises this Court consider=ing his age & crazynes doe Grant his desired freedome.

Thomas Dewey Senr & Nathaneel Bancroft Plaintiffes pl Contra James Saxton & Joseph Saxton of Westfield Defendts in an Action of the Case for the said Saxtons their taking away a Parcel of Hay made by the said Dewey & Bancroft to the sum of four pounds according to attachmt

In the Action depending in Court between Tho: Dewey Senr, [Entry money engaged 10s:] & Nathaneel Bancroft Plaintiffes & James & Joseph Saxton's Defendts, the Damage pretended not appearing to be the value of forty shillings, the Plaintiffs Loose ye Action, & the Court grantb the Defendts their Bill of charges wch is two shillings pl price.

Joseph Selding of Hadley Plaintiff pl Contra William Wake defendt in action of the Case for fellonious takeing away his Goods & for enticing away his Servant Roger Gil wth Damages to ye Sum of thirty pounds according to attachmt, [Entry money engaged 10s]

In the Action depending between Joseph Selding of Hadley plaintiff & William Wake Defendt, the attachmt & Evidences were produced in the case & read in the Court, & committed to ye Jury, who brought in their Verdict that they find for the Defendt Costs of Court.

William Wake being by the worshipfull Peter Tilton Esqr committed to Hampshire Prison, as detected for a vagabond, & one that enticed away a servant of Joseph Seldings from his Master, & for fellonious takeing away some of his said Seldings Goods; this Court have considered the danger of such evil Examples, & being desirous to suppress & prevent, as much as they may by Gods Assistance such vile Cases, do adjudge the said William Wake to be whipped on the naked body or backe wth twentie Lashes well laid on, & do order that what of sd Wakes is secure in the Constables hands at Hadley shall be to answer the Counties Charges about said Wake as far as it will goe; & further that the said Wake be Committed to Prison til the honored Court Consider how to dispose of him and this Court havening Considered how to dispose of him, doe Conclude it best to send him by ye Constable of Springfield wth a pass to the Constable of Springfield that so he may be sent by ym to his own place of abode, the punishmt hath been inflicted on ye body of said Wake:

Jno Hitchcocke of Springfield & Marke Warner of Hadley of Hadley being admitted to the free=dome of this Jurisdiction or Colony, (as by Certificate from the Secretary appeares) appeared in Court & tooke the Oath accordingly.

Samuel Allyn Ebenezer Strong James Wright & Jno Tailor of Northampton, also Jno Ingram Nathanll Warner & John Gardiner of Hadley & Jno Ponder of Westfield, as by=Certificate from the Secretary were admitted to the freedome of the Massachusets Jurisdiction & are to be called upon, or Informed that they appear to take the Oath of freemen as they would obtaine the Capacitys of such freedome:

Jno Bag Senr of Springfield being Lately deceased, an Inventory of his Estate ought to have been taken & pfented unto this Countie Court, but by Reason of Gods afflicting hand upon Re=lations & freinds of said Bag, that affair was neglected, therefore this Court expect & order that the Marshal & Clerke do take an Inventory of said Estate to be pfented to the next Countie Court; Further Seing Jno Bag aforesd died Intestate, & the Relations need help from the Estate therefore this Court Grants Power of Administration upon the Estate to Samuel Marshfield & to Ebenezer Jones: And Also Seing Jno Bag the Sonne of the sd Deceased is under age & not dis=posed of, Samuel Marshfield is desired by this Court to take upon him the Guardianship of said John Bag, the Son of the deceased, which the said Samll Marshfield accepts of:

The Widow Martha Ely putting Into this Court a Petition, that she may have her Right of Dowry of some Lands sold by her husband Nathaniel Ely deceased to George Coul=ton, this Court do Advise the Parties to agree between themselves that the Widow may have her Right of Dowry, to such sold Lands, not only as to the time to Come but also wth respect to the time past, since the death of said Nathanael Ely, & In Case they Cannot agree amongst ym selves this Court appoints Deacon Jonathan Burt & Deacon Benjamin Parsons & Japhet Chapin a Com=mittee to examine & determine what may be her Right according to Law, as well as they Can & to make Return thereof to the next Countie Court: & to direct sd Committee they are to take notice what quantity of Land the said George Colton doth acknowledge in Court ye he bought of sd Nath: Ely, & that is seventeen acres, more than wch he acknowledgeth not bought by him of sd Nathll Ely.

Elizabeth Jefferies the widow of George Jefferies of Suffield late deceased pſented an Inventory of the Estate of her said Husband deceased, who died Intestate, & she made oath that it was a true inventory of the deceasds Estate to the best of her knowledge, & that if more doe appeare, that she will pſent the same to the Countie Corte, & this Corte doth grant power of administration upon the Estate to the ſd Relict & to Jonathan Winchel, desiring him to assist the widow in any thing, about the ordering of the estate, as need shal require.

The Grandjury pſenting Garret Langisson & Abraham Kep of Albany two Dutchmen to this Countie Corte for their profaning of the Sabbath by their travelling on the Sabbath day, thorow the town of Westfeild, & to Springfeild, & this in the time of Publique Worship, & this Court takeing Into Consideration such scandalous pſidents, & that they may bear testimony agt such grosse Prophanenes, for the suppſing of the like provoking sins in others if it may be, God assisting, have adjudged the said two Dutchmen Garret Langisson & Abraham Kep to pay forthw. ten shillings ꝑ price to the Countie treasurie in Money, & Samuel Marshfeild stands engaged to the Countie treasurer for their Paymt of their said ten shillings ꝑ price, & further the Corte ordrs a writ of Execution to be put out for the Collecting of said fines, which was accordingly done

The town of Suffield being pſented to this Corte for not maintaining a sufficient Country Rhode between Westfeild & Windsor bounds; & Jno Barber Senr, one of the Select men of said town appearing for ſd town, & promising upon better Information when the Rhode Lay, to see to it, that It should be amended, they the said Town were released.

The town of Springfeild being pſented to this Corte for want of a Ferrey for Comfortable passages of the Inhabitants & travellrs over the grt River, this Corte hearing & considering the pſentmt, find that there is much difficulty about stating the place where it should be kept. therefore the Corte doe expect that the towne do Consider, & Loveingly & quietly determine the place where it should be; & in case they cant issue the busines respecting the place whether at the upper wharfe or at Agawam river by Jno Borchisters, then this Corte appointes Samuel Marshfeild Deacon Jonathan Burt of Springfeild & Deacon Medad Pomery & Serjt Jno King of Northampton, & Deacon Thomas Hanchet & Leiut Anthony Austine as a Comittee to Consider & determine the Place, & to make Report thereof to the next Countie Corte.

Likewise Corp Kellum of Endfeild being by the Grandjury pſented to this Corte for profaning the Sabbath by travelling late on Saturday night, attested by Luke Hitchcocke: As also Samuel Terrey Junior of Endfeild for profaning the Sabbath, by travelling on Saturday night wth a Cart towards Endfeild, attested by Isaac Colton: And also John Hodge of Suffield being pſented to this Corte for beating his wife & spending his time & money in drinking attested by Deacon Hanchet Tithing man, the said pſented Persons wth ꝯ witnesses are al to be warned to appear at the next Countie Corte to answer & witnes respectively to these pſentmts

Likewise James Warriner of Springfeild being pſented by the Grandjury at the pceeding Corte at Northampton for travelling on a day of Publique humiliation appointed by the Genll Corte & Jno Pease Senr of Endfeild being pſented at ſd Corte for travelling on a day appointed as aforesaid for Publique thanksgiving, attested by Jeriah Turner & Israel Rust, & being warned to appeare at this Corte, but by Reason of sickness the one being hindered, & the othr Person Inhabitants of Endfeild, being hindered for want of his horse, that he Came too Late, both said Persons wth the witnesses are ordered to appeare at the next Countie Corte at Northampton to answer to their pſentmts.

This Court doth Grant to the Worshipll treasurer for Hampshire to have powr to issue out his warrants to the severall towns of Hampshire, to raise the value of a single Country Rate of the said towns to defray the Counties Charges:

This Corte accepted of Benjamin Knowlton to be the Keeper of the Prison house in Springfeild, & grant him the privilidges thereof:

Likewise the said Benja: Knowlton declaring in Corte, that there are charges to the value of fifteen shillings upon the account of Peter Henrix' sometime his prisoner wch he the ſd Knowlton was never satisfyed for, which he should have had paid him by said Henrix, had it appeared he had been guilty, but he appearing to be Innocent, this Corte determines that the County treasurer do pay the said Knowlton the ſd fifteen shillings upon the acct of his Keeping said Henrix:

Whereas Ensigne Benjamin Cooley of Springfeild hath made a drein thorow the Country Rhode or high way that Leades to ye Long Medow belonging to Springfeild, that he might lay the low & wet Land behind his house dry, the the said Benjamin Cooley did appeare in Court, & set his hand to a bond, which is on file wth the Records of this Court, wherein he engaged before the Court for himselfe his heires Executors Administrators & assignes firmely to the sd town of Springfeild, that he wil secure the sd town of Springfeild harmless from al damages that may happen to said Country Rhode by reason of sd drein as follows in a Coppy of sd bond here transcribed:

Ensigne Benjamin Cooley his bond to the town of Springfeild

Know al men by these p^sents that whereas I Benjamin Cooley Senr of Springfeild have made a drein thorow the Country Rhode or high way that Leades to the Long medow belonging to Springfeild aforesaid that so I might lay the Swamp & Low Lands behind my house dry, & make sd Lands improvable by & for me; therefore by these p^sents for & in good considerations me thereunto moveing, I do bind my selfe, my heires Executors Administrators & assignes firmely to the said town of Springfeild, that this said drein shal not endanger or any ways dammify the said Country Rhode, & to secure the said town of Springfeild from al damages that may happen to said Country Rhode by reason of the drein this made by me: In witnes whereof I have hereunto set my hand this twenty sixth day of Septebr, Anno Dom: one thousand six hundred eighty & three. 1683:

Benjamin B Cooley Senr
his marke:

At the County Court held at Springfeild
Sept: 26th 1683:

Benjamin Cooley Senr appeared in Court & subscribed his hand to this writing or bond, acknowledging himselfe bound as in the p^mises exp^ssed

as attests Jno Holyoke Clerke of sd Court

Widow Mary Ashley of Springfeild being departed this life, & it appearing that she had proper estate to dispose of, as she might have pleased, but dying Intestate, & the children of the deceased being not wel able to take an Inventory of the said proper estate of sd deceased to p^sent the same to this Court, by reason of Jnds & much busines, & little time between the death of the deceased & this Court: But Jonathan Ashley & Joseph Ashley the sons of the sd deceased appeared in Court & desired power of Administration wth reference to the clothes of said deceased & that they might dispose of them to some of the Relations of the sd deceased, & of the female kind, to whom such Clothes are proper, alleadging that they had need to be looked after or else they might receive Damage, This Court ordering therefore that an Inventory of said estate be taken do further grant said Jonathan Ashley & said Joseph Ashley to have power of Administration wth reference to the clothes of said deceased, & order & expect that they make p^sentm^t of the Inventory of sd Estate to the next Countie Court at N: Hampton, as also of what they administer respecting the Clothes of said deceased:

At a Comitie Court held at Northampton:
March: 25: 1684:

Where were Present for holding this Court

Peter Tilton Esq: One of the honord Assist: of this Jurisdiction.

Leiut: William Clarke
Capt: Aaron Cooke.
Leiut: Philip Smith
} Associates.

the Juro: were.

Deacon Medad Pomery
Leiut: Joseph Kellogg.
Jno Bridgman
Samll Porter Senr.
Joseph Warriner:
John Sackett.
Samll Gaylord.
Ensigne Lyman
thomas Bay.
Nathaneel Burt.
George Norton:
Joseph Parsonb.

Mr Richard Buckley of Boston marcht Plantiffe by his Attourney pl Contra Mr George Keith sometime of Hadley defendt, in an Action of Debt due by booke to the ful value of two hundred Ninety & one pounds, eighteen shillings in Currant Money of New-England, together wth al due damages & al according to Attachmt: Entry money at twenty shillings.

In the Action depending betwixt Mr Richard Buckley Plt pl Contra George Keith Defendt, the testimonies & Evidences being produced, & read in Court were transferred to the Jury, they brought in their Verdict, that they find for the Plantiffe the ful Sum of of one hundred & five pounds Six shillings & four pence in money, & Costs of Court, as by bil allowed of: one pound, ten shillings & six pence.

Daniel white of Hatfield Plt: pl Contra James Browne sometime of Hatfield Defendt. in an Action of Debt due by booke to the value of fifty ~~H~~ shillings or thereabouts, & al according to Attachmt. Entry money: 10s

In the action depending in Court wherein Daniel white Plt: & James Browne defendt, the testimonies & Evidences in the Case being produced & read in Court, & transferred to the Jury (& are on file) they brought in their bridict, they find for the Plantiffe the ful Sum of two pounds thirteen shillings & three pence halfe penny, & Cost of Court, as pl bill allowed of, fifteen shillings & six pence:

Mr George Saunders & Mr Jno Higley or either of them Plantiffe pl Contra thomas Granger defendant, in an Action of debt to the ful Sum of three pounds Sixteen shillings due by Bil, & al according to attachmt; [Entry money 10s.]

In the Action depending in Court betwixt Mr George Saunders or Mr John Higley or any one of ym Plt & Thomas Granger defendt, the Testimonies & Evidences in the Case being produced & read in Court, & transferred to the Jury (& are on file) they brought ~~in~~ their bridict, they find for the Plantiffe, three pounds Sixteen shillings according to Bil, viz. in Porke & Indian Corne & Wheate an equal proportion of Each at Current price, & Costs of Court as pl Bil allowed; one pound six shillings.

Mr George Saunders & Mr Jno Higley or Either of them Plantiffe pl Contra Edward Burleson Defendt in an Action of Debt due by booke to the ful Sum of two pounds One shilling odd money, & al according to Attachmt, [Entry money. 10s]

In the Action depending in Court betwixt Mr George Saunders or Mr Jno Higley or any one of them Plantiffe pl Contra Edward Burleson Defendt, the testimonies & Evidences in the Case being procured & read in Court, & transferred to the Jury, they brought in their bridict, they find for the Plantiffe two pounds One shilling four pence, & Costs of Court. one pound, one shilling & six pence

Isaac Shelding Junr Plantiffe pl Contra Jno Hawkes of Hadley defendt, in an Actio of Debt, as a Surtie for the payment of the Sum of Six pounds ten shillings in Money, due fro Gershom Hawkes as principle al according to attachmt, (Entry money. 10s)

In the action depending in Court wn in Isaac Shelding Junior Plantiffe, & Jno Hawkes, defendant, the Testimonies & Evidences being produced & read in Court & Committed to the Jury, they brought in their bridict, that they find for the Plantiffe his debt of Six pounds Ten shillings in money & Costs of Court at fifteen shillings & Six pence:

mr George Saunders & mr Jno Higley Plantiffs pt Contra James Pettee of Suffield Defendt, in an Action of Debt by booke to the Sum of two pounds Six shillings & four pence & al according to Attachmt

Entry money. 10s:

In the Action depending wherein mr George Saunders or mr Jno Higley or either any one of ye Plantiffs, pt Contra James Pettee defendt the testimonys & Evidences in the Case being read in Corte & transferred to the Jury, (wch are on file) they brought in their Verdict that they finde for the Plantiffs two pounds Seven shillings & four pence, & Costs of Corte, as pt bil allowed of in Corte, one pound twelve shillings & Six pence

Capt Aaron Cooke Senr Plantiffe pt Contra Jno Root of Westfield as Inhabitant in Westfield & in behalf of said town Defendt, in an Action of the Case of Accompts of Debt or Debts due to sd Captaine from sd Towne, viz: by wheat & Porke expended by sd Captaine for the vse of sd Towne wth other expences about the Meting house wth in & wthout house to the value of Seventeen pounds five shillings & al Just damages & al according to attachmt

Entry money. 10s.

Whereas Capt Aaron Cooke Senr comenced an Action in Corte & was Plantiffe agt Jno Root as Inhabitant of the Town of Westfield & in behalf of sd Town defendt, ye testimonies & Evidences in the Case being produced & read in Corte & transferred to the Jury (& are on file) they brought in their verdict that they find for the Plantiffe the Sum of Nine pounds five shillings & Costs of Corte wch are as by Bil allowed of in Corte one pound five shillings

Joseph Pomery of Westfield Plantiffe pt Contra Danll Sexstone of said Town defendt, In an action of Debt by an agreemt to the value of Six pounds wth al due damages according to Attachmt, —

Entry money. 10s.

In the Action depending in Corte betwixt Joseph Pomery Plantiffe & Daniel Sexstone defendt, in an action of Debt to the Sum of six pounds or thereabouts, the testimonies & Evidences of the Case being produced & read in Corte (wch are on file) & transmitted to the Jury, they brought in their Verdict that ye find for the Plantiffe the Sum of Six pounds, & Costs of Corte, as pt bil allowed of in Corte at: one pound five shillings.

Whereas there hath been a matter of difference betwixt the Reverend mr John Young Pastor of Suffield, & Thomas Huxley of sd Towne relating to the line dividing betwixt their Lotts, & both sd Parties before this Corte declaring their desire to have their matter of difficultie issued by a Committee appointed, accordingly this Court have appointed & desire the Worshipful major Pynchon mr Samuel Marshfield, Lieutt Granger Thomas Dewey & David Ashley to be a Committee to state the dividing line betwixt said Parties, & they have agreed & engaged to stand to & abide by wt shalbe issued, as aforesd, to be as an issue of all future troubles in said matter of difference, the time appointed to be Concluded by Major Pynchon for attendance that affaire, & any three of them the worship major Pynchon being one to issue the matter

Miles Morgan fined from military Exercise

James Warriner of Springfield being pstented for travelling on a publiqe day of humiliation, & Jno Pers of Ennfield for travelling on a Publiqe day of thanksgiving, To give testimony agt such abuses this Corte have adjudged sd James Warriner & Jno Pers to pay to Countie Treasure five shillings pp price

Lott Kellum pstented for breach of Sabbath, it being affirmed he is dead no further Process is needed.

And Samuel Tertey Junr being pstented for breach of Sabbath in travelling wth his teame after Sun-down, this Corte to give testimony agt such growing Evils have fined sd Tertey in a fine of five shillings to the Countie.

John Ponder of Westfield & James Wright tooke the oath of freedome in Corte, as also Samll Allinn of Northampton & Ebenezer Strong, al having been approved of by the Genll Corte as pt Certificate from the Secretary, as also Samll Clarke:

Samuel & Jonathan Taylor Son to Jonathan Tailor deceased pstenting an Inventory of their deceased fathers Estate, in wch was some difficultie to approve at pstent by reason of some debts due from the Estate. this Corte therefore respites it to the next Corte at Springfield, & have only at pstent granted power of Administration upon sd Estate to sd Samuel & Jonathan Tailor sons to the deceased

Lieut: William Clarke Capt Aaron Cooke & Deacon Pomery are allowed & appointed as Comissioned for the ending of smal Causes in the Town of Northampton for this yeere ensuing.

Whereas the marshal ingaged for two Dutchmen for the paymt of their fines amerced at Springfield Courte This Corte being Informed that said Dutchmen did not make ful paymt to said Marshal have released him of his ingagemt, & given what he did obtaine of sd fines to his own vse

Philip Russel Sworne a Constable to the Town of Hatfield for ye discharge of that trust.

The Town of Springfield making their Returne relating to what was referred to sd Town by the last Corte at Springfield in September about a Ferry there, & sd Town having concluded it said Ferry to be at Goodman Dor-

chester as formerly, & said Dorchester to keep it, of wch this Court allowes, appointing sd Jno Dorchester to take for a horse & a man but nine pence a peice, & three pence a peice for persons, & said Dorchester in the time he keeps said Ferry to be freed from Military Exercises, & Lycence granted him to sell or retaile strong liquor to travellers & others &c:

Whereas Jno Hodge of Suffield was pesented at Springfield Cort Last for beating his wife & unnecessary spending away his time & Estate in drinking, & otherwise, & though warned to this Cort yet appeared not, as also Thomas Granger of Southfield & his wife whose Name was Mindwel Taylor for fornication, as also Esther Spencer daughter of Thomas Spencer of Southfield being pesented for fornication at this Cort, & it being testifyed said women were in not Capacitie, to be brought to this Cort, & yet this Cort accounting it their gt Duty, to see that such Libertinions have due testimonys against them, order the Clerke to draw out what this Cort have considered about it, & send it to the worshipful Major Pynchon, Informing him how the Case is & desireing him to send for said Persons offenders as aforesd, & examine ym & bind ym over to the next Cort at Springfield — or otherwise

Samuel Marshfield pesenting to this Cort an Inventory of the Estate of Leiut Tho: Stebbins of Springfield deceased, Oath to wch was taken before the Worshipful Major Pynchon Esqr; as also he pesented a paper, in wch was drawn up something in order to Settlem^t of his Estate, wch this Cort approves of, & is upon Record following:

— Whereas Probate of Leiut Stebbins Inventory was made as aforesd, & the Legatees to sd Estate pesenting to this Cort a paper of their agreem^t, as to a Settlem^t of said Estate, wch is as follows. — Whereas our honored father Leiut Tho: Stebbins died Intestate, & having Left some final Estate, the Inventory thereof being given in to the Cort, we the Sons have agreed wth Mutual Consent, & to ou^r ful content & Satisfaction, & wth the ful Content of ou^r Sister, wch agreem^t we have pesented to the Cort, desireing their Confirmation thereof, as a ful Settlem^t of ou^r fathers Estate — As for ou^r Mother in Law we have agreed to pay her about thirty pounds, Part wof is in hand paid, & received by her, & Seventeen or eighteen pounds wch we are to pay in three years time to her or her heirs, she having under our hands for the paym^t of wch doth remaine.

1. Samuel Stebbins is to possesse & enjoy the whole Lands in & about the Long meadow, wch were in possession before ou^r fathers death.

2. Thomas Stebbins is to have al the home lot & meadow in the towne by the meeting house, wth al the housing on it, also a third part of the wet meadow on the South side of the Causey at the upper end of the towne, also the wet meadow wch was bought of the Town & the upland adjoining to it, wch is part of the Land bought of the Town, & our house already Reed

3. Joseph Stebbins & Benjamin Stebbins is to have the house lot at Taunton & the other two thirds of the meadow on the South side of the Causey, & al the Lands in the Lo^ng Plaine, & al in the upper Plaine also the Land at Crooked Pointe, & the Eight acres of wood Land at the upper end of the Towne, all the Parcels of Land, are equally to be divided betwixt Joseph and Benjamin

4. Edward Stebbins is to have the wet meadow against the Round hill; & the upland belonging to it, also six acres of Woodlot, & the other four Brothers do engage to pay him in equal proportion the sum of two pounds. ten shillings.

5. And we have all mutually agreed to pay what ever debts are due fro ou^r fathers Estate, Every one to pay an equal proportion of the paym^t of the debts, we intend every one of us to pay alike; to the above written agreem^t, we have mutually agreed

6. Sarah Bliss ou^r Sister having received one Yoke of oxen a feather bed & other things to ye value of twentie pounds, which is by her husband accepted, as her ful portion, wth what she had formerly.

Samuel Stebbins Edward Stebbins.
Tho: Stebbins Benj: Stebbins
Jose: Stebbins:

Samuel Stebbins Thomas Stebbins Joseph Stebbins Edward Stebbins Benjamin Stebbins Subscribed to the writing on the other side, Came & owned their sodal Subscribings, & declared each one of ym for ymselves their ful & Mutual agreem^t & Satisfaction in the distribution of their fathers Estate, desiring the honored Cortes Confirmation & Settlem^t thereof accordingly, this declared & acknowledged by the above

named persons this 21st. march: 168 3/4.

Before me Jno Pynchon Assist.

Samuel Bliss ye husband of Sarah Bliss the sister of the above Stebbins also appeared and declared his full satisfaction and acceptance of wt is agreed on the other side for his wives share out of her fathers Estate, but sets not his hand to the writing because it engages every one to pay a like proportion of their fathers Debts, wch he is to be freed from, & have nothing to pay of them, & wth this freedome acknowledges & Consents to said agreement, this 21st. March: 168 3/4.

Before me John Pynchon Assist.

This Courte have considered the aforesd Agreemt of the Legatees, & have approved & confirmed it the following engagemt to the widow being made Good.

Springfeild. octobr the 18th: 1683.

This writing testifyeth that an Agreemt made betwixt the heirs of Leiut Thomas Stebbins lately deceased, & Samuel Bal in reference to ye mothers thirds.

We whose Names are underwritten do engage ye selves jointly & severally, as followeth — To pay to ye mother the sum of Seventeen pounds, twelve shillings in manner as followeth, a third in Corne a third in Porke, a third in Neat Cattle, as they shalbe prized by two Indifferent Men: this paymt is to be made in three yeares: the first paiment, wch is to be a third of the sum aboresaid, is to be made Spring Corne twelve month ensuing the date hereof, the other two paymts to be made in the two following yeares, a third in a yeer: We also agree that ye mother shal have two Load of Indian Corne, & an acre of Rye & four Swine, only there is to be ten bushels deducted out of the Indian Corne, also any thing that she brought with her is to be Returned to her againe: It is also agreed that ye mother shal relinquish her Interest in the little house, & in Consideration thereof we engage to pay her forty shillings, & a bedstead wth a Cord in it, as witnes our hands:

Thomas Stebbins.
Joseph Stebbins
Edward Stebbins.
Benjamin Stebbins.

Subscribed & delivered in the presence of these two Witnesses.
Isaac Graves.
Joseph Ely.

The marke of ye mark Stebbins

Widow Abigail Stebbins below subscribed came personally & acknowledged her hand & marke to this Instrumt, & her free & voluntary Releasing her thirds in al her late deceased husbands Lands to his Sons upon the Condition wch in mentioned, wch acknowledgmt she made this 22d of March: 168 3/4.

Before me John Pynchon Assist

It is also agreed that her shalbe one Cow wintered by the heirs of the ye Leiut Stebbins for one Winter, & wheras it is said paid to the Widdow or Relicte of ye father, It is Intended by both parties, that if the Widdow dy, that they shal Compleate the paymt of the above Agreemt unto the heirs of the said Widdow:

Thomas Stebbins. Edward Stebbins.
Witnes our hands. Joseph Stebbins. Benjamin Stebbins.
Samuell Stebbins

The aboves Agreemt approved & allowed of by this Coltte as attests Samll Partridge Clerke

At the last Coltte at Springfeild in Septebr Last, a Committee was chosen & appointed to consider a plea of Widow:

Plea of widow Ely, relating to some Rights of Dowry of hers, of Lands in the possession of George Colton Senr. to bring sd Parties to a Compliance, or otherwise settle & advise the Parties, & it appearing that sd Widow Ely is since dead, & so there is an issue of her Right for future: And for the time past from her husbands death to her Death, it Seemeth more faire if any can yet plead a right to sd Dowry) to prsecute it in due forme of Law, rather y^n that this Cort should determine it, it being affirmed by sd Committee that other Widows may Claime Right to the aforesd, as wel as she.

Joseph Silding of Hadley bringing his Servt Roger Gill before this Cort who run away from his Master, & thereby Exposed him to great Charges to recover him into his Service again, the accompt of which amounted to the sum of twelve pounds twelve shillings or thereabouts, & in as much as the said Roger Gill owned owned his running away as aforesd, & shewing a willingness to allow further tyme, of Service, this Cort judge meet, & order the sd Roger Gill to serve his said master, one year & five monthes service over and above his tyme of Apprenticeship, according to the kind of his formr Indenture as Recompence to his sd master for the Expences he put him to by such his evil practice in Running away as aforesd.

Samll Barthlt & Corporal Jno Taylor of Northampton allowed to the freedome of this Jurisdiction as under the Secretarys hand fro the Genll Cort appeares took the oath of Freedome in this Court.

An Inventory of the Estate of John Bagg being psented to this Cort by mr Samll Marshfeild, wch was approved by oath before the Worshipll Major Lynchon: & as to settlent or ordering of ye Estate, after al Debts & dues from the Estate paid, Remaind^r of the estate to be disposed by Deacon Burt & Samll Marshfeild for the good of the children, & the formr administrator to administer accordingly. & said Samll Marshfeild appointed as Guardian to James ad Abilene Bagg children of the deceased, to dispose & ordr them to Apprentice or otherwise for their bringing up: And it appearing their way about four pounds expended out of sd Estate for James Bagg in his illness, as attested by Samll Marshfeild, this Court allowes said Sum to be pd out of his father Estate.

Susanna the Relict of Nicholas Worthington deceased in Hatfeild psented to this Cort an Inventory of her deceased Husbands Estate, to wch she made oath (& is on file wth the Records of this Cort) & power of administrac^on upon sd estate is granted unto Serjt Jno Allice & Samll Partridge to view matters, & endeavor to see wth sd Worthington's engagem^ts upon the Estate were, & for endeavor to Compose matters wth those concerned in ordr to a Settlement, to be pseented to the next Courtic Cort: And to Elizabeth daughter to Nicholas Worthington aforesd deceased, as by her own choice, this Cort appointes Samll Partridge to be her Guardian (til she Come to be of age) to dispose of her to Service or otherwise: As also Jno Coleman of Hatfeild, a Guardian to William Worthington Son to the Deceased, to dispose him to Service or otherwise til he Come to be of age.

Inquest upon the death of a Child of Israel Rust of Northampton, who died a Sudden & unusual death; the Jury whose Names are under written took their Oathes in Cort, as to their observation of the Cause or Meanes of her death, & returned it undr their hands as followeth — Whereas a Child of Israel Rusts, to wit, a daughter between Six & Seven years old, died very suddenly, upon wch the Constable on advice to Summon us whose Names are undr written, as a Jury, who according to Law were to inquire into the Cause & manner of her death, we upon makeing what enquiry we Could, & the Child being opened by the Doctor, we doe al agree to ye Satisfaction, that the Cause of her death was by a peice of Turnip; wch as she was eating, got into the passage entering into the windpipe, & so stopt her breath Immediately.

Thomas Hastings.	Preserve Clap	Abel Jeanes.
Jonath: Hunt.	James Wright.	John Holton.
Isaac Skilding.	Ebenezer Strong.	Samll Cortice.
Ricd Weller.	Nehem: Allin.	Medad Pomery.

Samuel Ely allowed a Lycence to keep Ordinarie or a publike house of entertainemt, & to sell Liquors, &c: keeping good ordr in their house.

Whereas widow Mary Horton Relict to Jeremiah Horton deceased appeared in Cort desireing a settlent of her late Husband's Estate, & in as much as the widow her Selfe pleades Infirmitie & weakness of body to what she hath been, besides the gr^t Care that will unavoidably be upon her to bring up the Children many of them Small, & one something impotent & helples, this Cort Judge meet & have allowed said Widow out of the sd Estate to her own absolute Right, one hundred pounds to be first set out to her as aforesd, & the ye of the remaind^r of the Estate belonging to the Children, til they Come to be of age to receive

receive their sd Portions, wch are concluded as followeth, there being after the widows Part as aforesd is set out, & al debts paid, remaining of sd Estate to the summe of one hundred forty & Eight pounds, & ten children, the Eldest Son to have a double Portion, so that upon division of said Sum the Eldest son is to have the sum of twentie six pounds eighteen shillings & two pence, & the other nine Children to have thirteen pounds nine shillings & one Penny a peice to be delivd to them out of the Estate when they come to be of age. & in Case any of sd Children dy before they receive their sd Portions the survivers to enjoy it equally amongst them:

Edward Church of Hatfield presented to this Corte an Inventory of the Estate of his mother Ann Church to wch he made oath, & is on file & powr of Administration was granted to the sd Edward Church: and as to the Settlement, the Children of the said deceased, presenting a paper under their hands wherein they agreed as to a division of sd Estate, wch the Corte approves of, & is as followeth, to Edward Church Eldest Son to the deceased Eleven pounds, to Jno Church 2d Son to the deceased, the Sum of Eight pounds; To Samll Church, third Son to the deceased ten pounds; to widow Mary Graves daughter to the deceased the Sum of eight pounds, the aforesd Sumes to be paid & delivd to the Legatees aforementioned out of the Estate mentioned in the Inventorie, & as it is yet in apprized, wch being performed, amounts to the ful of what Estate is Contained in the Inventorie, funeral Charges deducted, & other debts pd, wch the Corte approves of as aforesd:

Richard Lyman Executor to the Last will & testamt of his mother Hephzibah March, alias Lyman deceased, presented her sd will, in this Corte, & probate thereof was made, the Estate to be disposed according to sd will of the deceased:

Nathaniel Phelps Senr appointed an administrator to the Estate of Samll Langton his Son in Law deceased, by the Last Corte at Springfield, the wch sd Phelps appearing in this Corte, & declaring, he did not, but will not accept of it, it is declared by this Corte, he is not to be accompted or Cookt at as Administrator as aforesd.

Mrs Mary Parsons widow, Relict to Cornet Joseph Parsons Senr late of Springfield deceased, presented to this Corte an Inventory of her late Husbands Estate, to wch she made oath, & power of Administration is granted to sd Widow Mary Parsons, & to Joseph Parsons Eldest Son, & to Jno Parsons 2d Son to the deceased, & said deceased dying intestate the Settlemt of the Estate is as followes;

Whereas by the allwise disposing hand of God Joseph Parsons Senr late of Springfield is taken out of the Land of the living, his awful afflicting hand as we his survivg desire sensibly to be affected wth, so humbly to submit to his holy will & Good pleasure, & although by his sd Joseph Parsons Senr prudt care he was thoughtful & studious so to dispose of what Estate God had blessed him wth, so as might be for the ufe & Comfort of his deare wife & Children survivers as aforesd, yet notwthstanding by reason that ye Last Will & testamt of the deceased aforementioned was made about Seven Years since, & attended wth some Imperfections, whereby it was doubtful whether it would stand in Law, the deceased had concluded of some alterations of sd testamt, & acted accordingly so farre as he had liberte & advantage so to doe, & accordingly to his four Sons had distributed while living, as in his books under his hand appears, & by a paper in order to a further declaring of his mind as to the disposal of his Estate then the aforementioned will, wch was not perfected, also by reason of weakness & illness interposing, incapacitating him accordingly, & yet in it expressed his tender respect unto his deare wife & to his four Daughters also, appointing to said Daughters one hundred pounds a peice, & to his wife aforesd, when al sd portions aforesd are paid, & set out to each Legatee aforementioned, the remaind of his whole Estate debts being paid to be to her free & absolute disposal; And therefore we the said survivg have mutually agreed & Concluded, as to a Settlemt of the Estate aforementioned (wch we intend humbly to propose to the Cortes Consideratio & Determination) It # shalbe as followeth — That Joseph Parsons Junr Eldest Son to the deceased shal have out his fathers Estate as his Portion, one homelot wth an house on it, wch was formerly bought of Mr Joseph Fitch, as it is situate wch in the Town ship of Northampton, abutting on an house lot of Samll Wrights Northerly, Town street Southerly, high way Westerly, & a house lot of Jno Broughtons Eastly, & three acre of mowe Land in that tract of Land Comonly called old Rainbow, bounded by Land of Jno Lymans Senr Southerly, & Land of Deacon Judds Northerly the Rainbow hil westerly, & the River Easterly, Seven acres & half of Land, formerly bought of Jno Bliss, bounded by rainbow hil Easterly, a high way westerly, & Southerly; by Land of Jno Woodwards Northerly; Five acres of pasture Land bounded by Land of Benoni Stebbins South East, & Land of Jonathan Parsons Northwest, by a high way Northeast, & Southwest: Five acres & a half of Land bought of old Goodman Hannum, bounded by —

by Land of Nehemiah Allins South, & Land of Thomas Bascomb North, & Easterly by a high way, & westerly by Land of Isaac Shildings; three acres of Grass Land in Mole medow, bounded by Joseph Roots Land South, the remainder of the deceased Lotts North, & a high way West & the River East: And in moveable Estate to ye value of one hundred twenty five pounds, wch he hath already received. To John Parsons second Son to ye deceased, Land formerly bought of mr Williams, a home lot & orchard situate wth in the Township of Northampton, bounded by a home lot of Christopher Smiths South, & by a home lot formerly Henry Cunliffs North, high way Westerly & Land of John Langhtons Eastly: ten acres of medow Land in Northampton Medow, bounded by an high way East & West, & Joseph Roots Land Northerly, & Samt Wrights Land Southerly; five acres of grass Land in middle medow, bounded by Land of Samt Bartlets Southerly, & Jno Stebbins Land Northerly, high way West & the River East; Eight acres & a half of Land bounded by Land of Jno Holtons Northerly, & Land of Samu: Parsons Southerlie, a high way East & West, al wch is valued at one hundred & thirty pounds, & in moveable goods wch he hath already received, valued at thirty pounds: To Samuel Parsons third son to the deceased, a home lot situate wth in sd Township of Northampton by Estimation four acres, bounded by a high way Westerly, Easterlie by the Comons, by a home lot of John Parsons Southerlie, & by a home lot of Jno Alexanders Northerlie; Eight Acres of Land in the medow, bounded by the Town fence Westerlie, a high way East, by Land of Jno Bridgmans Southerlie, & Land of John Parsons North; three acres of Land in old Raine bow, bounded by William Millers Land Southerlie, & Land of Samt Allins Northerlie by a high way West, & the River East: two acres & halfe in young raine bow, bounded by Land of John Hannums South, & William Millers Land Northerlie, by a high way West & East: Five acres of Land that was formerly Walters Lee's Land, bounded by Land of Isaac Shilding Northerlie, & Land of Richard Lymans Southerlie, & by a high way West & East: One acre of Land in the medow, Comonly called Munkenn, bought of Capt Cooke; three Acres & halfe of Land bounded East & West by the high ways, & by Land of Widow Goodnemb Southerlie, & the remaind of Said deceased Lotts Northerlie, al valued at one hundred thirty pounds & ten shillings, & in Moveable estate wch he hath already received at twentie nine pounds ten shillings. — To Jonathan Parsons fourth Son to the deceased, a home lot situate in the Township of Northampton, containing two acres, bounded by a high way Easterlie, the Comons Northerlie, & South by John Parsons home lot, & by a home lot of Samuel Parsons West, And Nineteen acres of Medow Land in Northampton aforesd, bounded by a high way South, & North, & by Land of William Millers East, & Land of Matthew Cleasons West; & four acres of Medow in Muskonn formerly bought of Goodman Stanchet, bounded by the River Easterlie & by Land of Timothy Bakers Westerlie, & Jno Clarkes Land Northerlie, & Land of Alexander Edwards South, al valued at one hundred & twentie five pounds, & in Moveable Estate, wch he hath already received, to the ful value of thirty five pounds: As also to the Widow Mary Parsons, Relict to the deceased, al the remainder of her husbands estate both real & Personal, where soeuer it is to be found, either in Springfield Northampton Boston Squaking or Elsewhere, wth al priviledges, & appurtenances Reversion or Reversions, to be at her free & absolute disposal wth this proviso, if she be Cause to make Sale of any of the Lands, now at her disposal, then the Sons of said Joseph Parsons Senr deceased shal have the Liberty before any other to purchase sd Lands, agreeing wth their Mother, & not to be alienated to any other Person or Persons wtsoever, til said Sons al of ym refuse to purchase sd Lands: As also sd Widow Mary Parsons Relict to the deceased aforementioned to pay or Cause to be pd al debts due from the Estate: And to the sd Joseph Parsons four daughters, One hundred pounds apiece, to Mary Parsons one hundred pounds, to Hannah Parsons one hundred pounds, to Abigail Parsons one hundred pounds, to Esther Parsons one hundred pounds, to be paid to ym, and either of them in good Currant pay, or other goods out of the Estate, at such time as the said Mary Parsons Widow can conveniently doit,. To al wch as the joint agreement & Conclusion of the sd Widow & her Children, as to a Settlement of sd Estate, & an issue of al further troubles, disatisfactions & disturbances, as to any rights titles, Claimes any ways Contrary or in obstruction, or Execution of the aforesd Premisses, but they may stand Continue & abide as a ful Settlement of sd Estate, & also agree to present the premisses as propositions to the next Courtes Court for their approbation & Confirmation, if they judge meet & convenient so to do, to wch as of joint agreement, we, said & subscribed have subscribed this fifth day of January. 1683. as witness of hands:

Witnesses
John Pynchon
Samt Partridge.

allowed & confirmed as a Settlement of Cornet Joseph Parsons Senrs estate the aboves:

as attest Samt Partridge. Clerke.

at Court: march: 25th 1684:

Mary her ✠ mark Parsons

Joseph Parsons.
John Parsons.
Jonathan Parsons.
Samt Parsons.
Mary Parsons
Hannah Parsons
Abigail Parsons
Esther Parsons and her mother

At the opening of the votes for the Countie Treasurer, it appeared that the worship^ll Peter Tilton Esqr was chosen Countie Treasurer for Hampshire for the year ensuing:

Mr Samuel Marshfield p^resented to this Co^rt an agrem^t of the Relict of Reice Bodortha wth her children in order to the deceased Estate as to a Settlem^t, who died Intestate, the agrem^t followes,

Whereas an Inventory of o^r fath^rs estate being p^resented to this Co^rt & power of Administration being granted to o^r dear & tend^r Mother & o^r selves, but no division or Settlem^t as yet hath been, And now wth the consent & good liking of o^r moth^r, we have made a division o^r selves, Intreate the Co^rt to confirme the same.

1. As for o^r honoured & aged mothers Comfortable livelyhood during the time of her life, we do jointly agree, that we will pay her Eight pounds by the year, & that she shal have One or two Cowes, as she shal desire, & one Mare & Colt to her own use, & that we will find them Stuffer, & be at noe charges about them, & if by reason of sickness or any other ways she wants Supply, we do Engage to supply her in any want during her life,

2. We do agree that Joseph being the Eldest Son shal have a double portion out of the Lands, & in particular as to the thirty acre lot in the upper end of Chickuppi Plains, he is to have twenty acres on the North side of the Lot, & so to run the row, & in the Lower Lot In the same field being twentie acres Joseph is to have two thirds on the Northly side of the s^d Lot, & so to run thorow and as for the ~~thirdy~~ house Lot that way bought of Francis Pepper Joseph is to have the wholy: And the house Lot which way fathers, we do agree to divide it equally between us, the one to have the one half, & the other to have the other half; & as for al other out Lands, we do agree to divide them o^r selves, Joseph to have two thirds & Samuel one third, if that we cannot divide to o^r Content, by one taking one price, & the other another price; And as for the dwelling house Joseph is to have that wholy to himselfe, & Sam^ll is to have the barne wholy to himselfe,

3. We have agreed that Samuel shal have ten acres in the South side of the thirty acre lot, & to take a third in the twenty acre Lot, on the South side of it, & half fathers home lot, & a ~~th~~ third of al outlands, — And one yoke of oxen that were fathers, & a horse, the Cart & Irons belonging to the Cart, a plow Chaine & a pair of Plow irons, a lopt yoke, a musket, & sword, — then leaving mother two Cowes & a mare & Colt, & such necessary houshold as may be for o^r mothers use, Joseph is to ~~have~~ have al other moveables, & the half acre of Land wch way o^r fathers by Sam^ll Marshfield, & al debts that are due to the Estate & the remainder of the Stocke: Only wth is due for a Cow killed, Samuel is to have his share of it, towards paying the debts due from the Estate

4: And as to the paym^t of debts due from the Estate, we do agree that Joseph shal pay two thirds, & Samuel one third of al kind of debts wth forever, to particular men, or Rates or any other waies Contracted

The Blotch (1) mark of Bodortha.
Joseph Bodortha
Samuel Bodortha.

This Co^rt approves of the above Settlement of the Estate of Reice Bodortha & confirmed it, this 25th of march: 1684.

Presentm^ts of the Grand jury at this Co^rt.

1. We p^resent Esther Spooner of Southfield for comitting of fornication

2. We p^resent Thomas Granger of Southfield & his wife (whose name before Mariage way ~~the~~ Mindwell Tailor) for fornication.

3. We p^resent Hugh Rhor of Southfield for slanderous Scurrilous & reproachful Speaches against the Reverend m^r Younglove, as Attests John Tailor James Barlow & Gregory Gibbs.

4. We p^resent Hugh Rhor for injustly taking up & marking another mans Swine, & to p^resent as we suppose, that any or the right owner, who was Michael Towsley, should come to the sight or knowledge of s^d Swine said Rhor put it up in close private place, as attest Timothy Hale, Lanchelot Granger, John Lorton.

Medad Pomery foreman of the Grand-jury.

The above p^resentm^ts together wth the Tests annexed are to be warned to the next Co^rt at Springfield.

Edward Church of Hatfield Administrator to the Estate of Matthew Hurst deceased, p^resented an Inventory of his estate, probate of wch way made before the Peter Tilton Esqr, & Administration Granted said Church on the Estate aforesd by two of the Worshipful Assistants of this Colony, viz: the Worshipful m^r Peter Tilton aforesd, & the Worship^ll Major Samuel Appleton in Boston, & Sam^ll Partridge Clerk Attending them to make Record accordingly, & at this Co^rt s^d Administrator shewing that the Estate way non-solvent, it was thought best before a ful Settlem^t of it, to respite it til the next Co^rt at Springfield, that if any ~~further~~ or more of

Estate be found, al also any mon debts due from the Estate might appear, al might be brought in, & Settlem^t made upon it accordingly.

The Worship^ll Peter Tilton Esq^rs & the Rev^d m^r Jno Russel Pastor of the Church of Christ in Hadley, having applyed themselves to the Gen^ll Co^rt in May last, as Executo^rs to the Last Will & Testam^t of m^r Henry Clarke Gent: deceased, for a ful Confirmation of the distribution or disposal of said Estate according to the Wil of the deceased aforementioned, a Considerable part of the Estate being by the worthy Sonor disposed unto pious vses, & accordingly pformed by sd Executors, the Receits of which were produced, the said Co^rt transferred the Confirmation aforementioned to this Co^rt, the wch they attending & viewing receits aforementioned do find the Estate disposed according to the wil & minde of the worthy Sonor, & accordingly confirmed & allowed what the Executo^rs have pformed donde & Executed upon sd Estate. And do therefore ord^r in answer to the Petion^rs Request, t^t wtford^r sd Executo^rs have disbursed or p^d out of their own Estates for the better accomodating dispatch & discharge of any sd bequeyds, t^t they be again fully reimbursed & possessed of the same out of Tenem^t & Lands remayning of the Estate of ffHenry Clarke, this Co^rt ratifying & Confirming the same to them & their heirs for ever.

At the Countie Court held at Springfeild.
Sept: 30th: 1684.

For the holding of this Co^rt there were p^sent

major John Lynchon Esqr
Peter Tilton Esqr
two of the Worship^ll magistrates of the Colony of the Massachusetts.

Leiut William Clarke
Capt Aaron Cooke
Leiut Philip Smith
} Associates.

The Jurors were

m^r Joseph Hawley.
John Lamb:
James Warriner.
Daniel Cooley.
Thomas Hanchet.
Edmund Marshal
Nehemiah Dickenson
Chiliab Smith:
John Coleman:
Enos Kinsley.
David Ashley:
Jacob Phelps:

Leiut William Clarke Capt Aaron Cooke Son^r & Leiut Philip. were allowed of & approved by the Gen^ll Co^rt (may last) as by certificate from the Secretary app^rs, to be the Associates for the holding the Countie Co^rts in Hampshire the yere Ensueing & were p^sent, & tooke the oath of Associates accordingly:

Sam^ll Boltwood p^sented to this Co^rt the Last Will & Testam^t of his father Robert Boltwood of Hadley late deceased, & the witnesses thereto subscribing appeared in Co^rt, & made oath they did see sd Robt Boltwood to sign & seale the same as his Last Will, wch is on file wth the Records of this Co^rt, & this Co^rt doth confirm sd Will of Robert Boltwood deceased, & ord^r the disposure of the deceasedes Estate according to said Will:

And whereas in the Inventory of the Estate of sd Robert Boltwood deceased, gave in to this Co^rt by Sam^ll Boltwood then is three acres of Land at the Lower end of his home Lot, to wit, said Robert Boltwoods home lot, Inventorized & apprized p^w^d (as is added in the Inventory) Isaac Warn^r hath had the ufe of some Considerable time: this Co^rt doth order the said three acres to said Isaac Warner, the son in Law of the deceased, not hereby taking upon them to dispose of the Estate of the sd deceased, who made his Wil, but only confirming what doth appear to be the free gift of sd Robert Boltwood before his death to his sd Son in Law (as by Witnesses agreeing thereto & read in Co^rt & on file) ~~doth appear~~ & this Co^rt doth further order & require the Executo^r of said Robert Boltwoods Will. viz: his Son Sam^ll Boltwood to give sd Isaac Warner Legal Conveyance of said Land, & that the Clerke deliver to him, a Coppy of this order for Legal Conveyance to said Isaac Warner that Samuel Boltwood pforme accordingly:

Also Sam^ll Boltwood p^sented to this Co^rt the Inventory of the Estate of his father Robert Boltwood of Hadley deceased, & made oath in Co^rt, that it is a true & just Inventory of his said fathers estate, & that if more Estate do appear, he will make p^sentm^t thereof to the Countie Co^rt:

And whereas Robert Boltwood of Hadley late deceased did in his life time make sale of his mill & Mill lot in Hadley, to the Committee for Hopkins Schoole, or to m^r Sam^ll Lattigg, in the sd half of the

said Comittee, & there was a neglect or delay of obtaining a deed of Legal Conveyance of said Act of sale of Robt Boltwood, wch said Robert Boltwood ought to have done, therefore this Court doth order the heirs of Robert Boltwood, who is Samll Boltwood, that he give a deed of Legal Conveyance of the premises sold to said Committee by his father Robert Boltwood, & this Court doth order that the Clerke do give a Coppy of this order to Samll Boltwood, that he performe accordingly:

Samuel Bliss Senr of Springfeild presented the Last will & testamt of his mother Widow Margaret Bliss deceased to this Court (wch will is on file wth the Records of this Court) & the persons subscribing as witnesses to the sd will appeared in Court, & made oath that they saw sd Widow Margaret Bliss signe this her Last will, & that to their discerning the sd Margaret Bliss was of sound understanding, & good memory when she signed her sd Will, & this Court approves of the sd Will, or the disposure of her Estate according to sd Will.

Samll Bliss Senr presented an Inventory of the Estate of his mother Margaret Bliss to this Court & made oath in Court that it was a just & ful Inventory, & that if more Estate doe appeare he will make presentmt of it to the Countie Court:

Mary the Relict of Samll Church of Hadley deceased presented the Inventory of the Estate of her deceased husband & made oath that it was a true Inventory, & that if more doe appeare she will reveale it to the Court, & to the sd Samll Church dying Intestate power of Administration upon sd Estate was granted to sd Mary his Relict & to Lieut Philip Smith: — And whereas sundry Proposals for the settlemt of the Estate of sd deceased were presented to this Court, wch Estate as by the Inventory amounts to eight hundred & Ninty pounds of free Estate, this Court approves of sd Proposals: Viz: This Court (Considering there be many young Children depending on the Relict of sd Samll Church for their bringing up) doth ordr that there be set out to the Widow out of the moveable Estate (wch is about one hundred & forty pounds) one hundred pounds of sd Moveable Estate to be to her own absolute Right & free disposse, & so much use of the housing & barnes, as shall be convenient for her use, & the use of one third of the Lands during her Widowhood, & also the use of the whole Estate till the Children come to be of age, for their Education: But in Case of Marriage against of said Widow, that the said Widow resigne up the aforesd use of the Lands & housing: — Also Liner Mary the Eldest daughter of the deceased, hath yet Concerning to her ten pounds of what her father Samll Church deceased engaged to be paid to her, this Court doth order that Administrators to sd Estate, doe pay sd ten pounds to her out of the moveable Estate, as the whole of her portion remaining to her out of the Estate; & whereas there be yet Seven Children incapable of receiving their portions of the Estate, wch is yet in Reversion for sd Children, & amounts to the sum of two hundred & Eighty pounds this Court doth order that the Eldest Son have a double portion of sd two hundred & Eighty pounds, & the other six both sons & daughters to have equal portions out of sd remaining Estate: the papers of the sd proposals are on file wth the Records of this Court.

Whereas mr Richard Buckley of Boston by his attourney was plaintiff at the preceding Court at Northampton against mr George Keith sometime of Hadley Defendt, & the defendt, being out of this Jurisdiction, the Court did proceed to Trial, & this Court doth grant Judgmt to the plaintiff, according to the Verdict of the then Jury, In the sum of one hundred five pounds six shillings & four pence in money & costs of Court one pounds ten shillings & six pence: & this Court doth further grant Execution ~~to the plaintiff~~ upon the sd Judgmt to be discharged for sd plaintiff, in Samll Pattrigg learning given two hundred pound bond to be responsall to the defendt, or his Substitutes, in Case he reverse the Judgmt wth in one Years:

Mary the Relict of Jno Ingersol of westfield late deceased presented to this Court the Inventory of her deceased Husbands Estate, & made oath in Court that it is a true Inventory of the sd Estate & that if more doe appeare she will reveale it: & the sd Jno Ingersol dying Intestate, power of Administration upon the Estate is Granted to said Relict together wth Jonathan Hunt of Northampton.

Also Mary the Relict of Jno Ingersol of West field late deceased presented to this Court a Covent of her said Husbands wth her before their Marriage, whereby he did engage to give said Mary his house & half his Land at Worronoake alias Westfield, for her life time after his decease, & then to be given to her Children, that she should have by him, & if she should have none by him, then the same to be given to his other Children; & if it should please the Lord to bless his Labors so that his Estate did increase, he says in that his Covenant, I do Intend to give her a third of my Estate, that I have besides what is above written, & this Court did respite the determination or settlemt of sd agreemt or Covent to the next Court at Northampton. And the said Mary the Relict of John Ingersol did declare in this Court that her sd husband did engage twenty pounds to his daughter Dorothy whom Jacob Phelps married, this also to be determined at the said next Court.

There was presented to this Court an addition to the Inventory of Mr Thos Hurst deceased, & the total sum of the original Inventory being Eleven pounds ten shillings & two pence, & the debts due from the Estate being thirteen pounds two shillings & ten pence halfe penny, as brought in by the Administrators to the Estate, & it appearing that the Estate of the said deceased is not able to pay each Creditors his due, this Court doth order that the Creditors have their due pd pro rata from the said Estate after the rate of Seventeen shillings & six pence on the pound & the Administrators desiring a Release from ye trust are by this Court discharged of ye sd trust.

In pursuance of an order of the honord Countie Court held at Northampton: march: 26th. 1684: Imporowering the Worshipl Major Jno Pynchon Esqr, Samll Marshfield David Ashley Thomas Dewey & Lancelot Granger

as a Comitter to settle & state the dividing line between the Lots of the Red mr Jno Young Lord & Thomas Huckslely of Suffeild, & to Jrnd & to Jrnce al troubles in the sd matter of difference between them, the Rendrd said mr Jno Young lord & Thomas Huckslely, hawdng agreed to stand to & abide by w shalbe so Jrnded.-

Accordingly the forementioned Comitter for thi affaire repaired to Suffeild, & hawdng discoursed & viewd the Lots in difference, as also the line Jn Controvsy between them, They did state & settle the Lynd or Rangds of said Lots as also the Neighbd Lots on each side of ym, & presented a writing of what they had dond to thi Coltd (wch is on file wth the Records of) & thi Colte did allow of & Confirme said settling & stating of the line & Rangds of the Lots of the Red mr Jno Youngloue & Tho: Huckslely, as also the Lots on each side of their Lots at Suffeild: The settling presented as aforesd is transcribed towards the latter end of the Acts of thi Colte.=

Nathanel Wellore presented to thi Colte the Jnventory of the Estate of Eliezer Wellore of Westfeild late deceased & made oath to the truth of the Jnventory, & that if more Estate appear, he will discover it to the Countie Colte, & the sd deceased dyng intestate in his owe selfe Mother power of Administration is granted to sd Nathanel Wellere upon said Estate: And the Jnquest made upon sd Eliezer Willers death was presented to thi Colte, & is as follows.

Westfeild. 17 Aug: 1684

We whose Names are undrwritten being desired by the Constable as a Jury according to Law to give Judgmt on the awful amazing and untimely death of Eliezer Wellore, after due notice taken, we al unanimously agree that through the strength of temptation he became his own Executor, by hanging himselfe, al Signes & Circumstances fully concurring therein, & nothing appearing to the Contrary to the best of o Judgmts, we suppose he might be dead twenty four houres before it was known.

John Maudsley	John Root	Samuel Root.
Samuel Loomis Sen.	John Sacket	Jacob Phelps.
Isaac Phelps.	John Ponder	John Williams.
Thomas Noble.	Josiah Bewdy.	Thomas Dewey.

The Widdow above subscribed Samll Root excepted, who was from home made oath to what is above written this 10th of Sept: 1684.

Before me John Pynchon Jnst:

Whereas a certain women by Name Weldin is Come to Enfield wthout any allowance of the Comitte for sd Town, & Continues there after warning given by sd Comitte to depart the Place & because said Weldin may prove chargable to said poore Towne, she being big wth Child, who though she saith she hath had an Husbond, wch if it be true her husband is unknown, & it is not certaine where he is, or whether alive, & thi finding is laid before thi Colte, thi Colte doth therefore dislike that she continue there, & would have the place ridd of her, & do say that she shal not be allowd to Come upon the Inhabitants of the Place to be chargable to them, & will use the best Care they can, that to prevent she be not chargable to them, not intending to forgive wrongs of mercy or charity to said Weldin as her real needs may be:

John Hodge of Suffeild being presented at the preceding Colte at Northampton for Squandering away his time & Estate in ill company keeping & drinking & for beating his wife, & appeating in thi Colte, & the witnesses agt him being produced & read in Colte in his hearing. Thi Colte did upon his good words & fair promises for Lauge the Widdow said Hodge, & discharge his Sureties of their bond, leaving for his good behaviour for the future, ordering to pay al charges occasioned by presentment 2s 6d to the Clerke & 1s to David Winchel Constable:

Hugh Rhod also of Suffeild being presented at the preceding Colte at N: Hampton for reviling & reproachful Speeches, & unworthy Carriages agt the Red mr Youngloue, & being convicted of sd heinous offences, thi Colte hawdng seriously considered the Nature of his offences, Looke upon the same to be very grosse & vile, as tending to rend the ordinances unprofitable, wch is to the gt dishonr of God, & should be matter of grife to all Saints, & being a Sinner in my mischiefs in them lies, to prevent such like miscariages, to bear their testimony agt them, doe adjudge the said Rhod to pay five pound as a fine to the Countie treasurie in money or in wheate, & to defray al Charges about witnesses, respecting these offences: And whereas said Hugh Rhod was presented also for marking another mans sheep, as his owne, the witnesses & testimonys in that Case were produced & read, & the Colte did release the said Rhod in this matter, adjudging him only to pay al charges occasioned by said presentment. 2s 6d to y Clerke, 4s to Gregory Gibs. 4s to David Winchel, & to James Barlow & Jno Tailor 4s p. peice.

Mary Toogley of Suffeild being presented to thi Colte for, & convicted of many notorious miscariages, viz: driving a trade of wicked lyng, slandering Cursing wicked scolding murderous threatning & dangerous Languages for any neighborhood to hear, & for pound breach, thi Colte being afflicted wth the sense of such unheard of incredible carriages, but unavoidable fruites of original sin, not restrained by the meer free grace of God, & al proved against her, wch tends to the dishonr of God, & the spoiling al good Neighborhood, & being desirous to prevent such wicked Carriages, do adjudge the said Mary Toogley to be twice whipt, once at Springfeild, on the Naked backe wth fifteen lashes, & a 2d time at Suffeild wth ten Lashes on the naked backe well laid on; & that thi Execution be done at Suffeild by the space of two weeks after the Execution at Springfeild, the Constable of Suffeild taking his time for sd Execution, as in his discretion he shal Judge meete: & the Colte doth order that the Clerke send a Coppy of this sd Sentence to the Constable of Suffeild, that he faile not to execute the same. The Execution at Springfeild was forthwth performed

And the Cort doth order & appoint said Mary Cowley to pay al Charges occasioned by sd pfferment, viz: 3s to Constable Winchel: & to James King 2s. to Gregory Gibs 2s. to Goodm: Stockwell the Hanelot 2s p price. to Tho: Spence & to Jno Rising 3s p price:

Richard Woolworth of Suffield is fined by this Cort from Military Trainings.

The Children of Anthony Dorchest of Springfield deceased (who did without making a formal will) to wit his Sons Jno & James Dorchesters, & his daughters with their husbands applying themselves to this Cort, the daughters declaring themselves as disatisfyed as if their Brothers Jno Dorchester & James Dorchester were not willing to deale out to them what they ought to have as their Portion out of the Estate of their father Dorchester deceased: & alledging what they had to say as the grounds of their being disatisfyed: This Cort did consider & weigh their diverse pleas, & their evidences (which are on file) as also the nuncupative will of said deceased so pleaded, do see Cause to determine or settle the Estate of the said deceased, as followes. — First for Benjamin Dorchester (who is the Grand child of said Antho: Dorchester, this Cort doth determine said Benjamin to have what the aforesd Sons of the deceased viz: Jno & James Dorchesters do declare, was the mind of their deceased father to bestow upon his said Grandchild, viz: the house & the homelot belonging on both sides the street of the Towne of Springfield aforesd, on the East side of the great River: whereon the sd Anthony formerly lived himselfe, bounded north by sd James Dorchester his Land, & South by the Land of Jeremiah Sikes or Widow Sikes, also the meadow at Pacowsecke bounded East by Sarnt Bliss Sen. & by the Cooleys Land on the West, & also the Upland belonging to it: Also four acres more or less, on the West side the great River, in the Neck, & that his Mother Sarah Hitchcock have the Use of the house & Lands til her Son sd Benjamin Dorchester come to be of one & twenty years age. — And they determine for the sd Sons Jno & James Dorchesters according to the pleaded Nuncupative will, or to Certaine Expressions of said Anthony Dorchester to Certaine persons or neighbors when in discourse about disposing his Estate: viz: that John Dorchester have al the land Anthony Dorchester his Estate on the West side the great River, & below Agawam River; And that James Dorchester have al the other undisposed Estate of the sd Anthony Dorchester, which is on the East side the great River, & one parcell of Land on the West side the great River & in the necke, the said Parcel being ten acres more or less: & for Mary the Daughter of the sd deceased & wife of Jos Harman they determine that the said Jno & James Dorchesters do make an Addition to what she hath already received to make her Portion up the Sum of Forty pounds: And for Sarah the daughter of the sd deceased, & wife of Joseph Stebbins, they determine, they determine that the said Jno & James Dorchesters do adde to what she hath received the Sum of fourteene pounds, to make her portion the Sum of forty pounds: And for their daughter in Law Martha, the wife of Abel Wright, having heard what they have to say, by way of Demand for Estate that sd Antho: Dorchester had with her mother the Relict of Samuel Kitchel (once of Hartford) they, this sd Cort, do not see Cause at pesent to allow her any thing upon that account:

Nathaniel Burt presented to this Cort the Inventory of the Estate of Jno Matthews of Springfield deceased, & made oath in Cort to the truth of the Inventory, & he the said deceased dying Intestate, & the Worship Major Pynchon Esq. declaring in Cort that sd Matthews doth of a long time ow a debt to him for this Countie, or doth ow said debt to this Countie, power of Administration is granted to sd Major Pynchon, & he said Major Pynchon giving an account of his managing Administration on sd Estate to the next Cort:

There was presented to this Cort an Imperfect will of Ens: Benjamin Cooley of Springfield late deceased, & the Witnesses to said will, viz. Deacon Jonathan Burt & Deac: Benjamin Parsons appeared in Cort & made oath that sd Ens: Benja: Cooley began this as his last will & Testament in order to perfect it as his last will & Testament, & they the said Witnesses do adde to their Oath, that the sd Benja: Cooley was of perfect mind & memory when he thus willed the disposition of his Estate, tho' then he did not perfect it & this Cort having reference to Mutual agreements of the Children of sd deceased (which are on file) do Confirme said Will of said deceased, & do Confirme the disposition of the Estate according to said will & the agreements of the Children of said deceased.

Obadiah Cooley Daniel Cooley & Benjamin Cooley presented to this Cort an Inventory of the Estate of Ensigne Benjamin Cooley deceased & made oath in Cort that it is a full Inventory of the Estate of their sd father deceased & that if more doe appear they will present it to the Cort, & the sd Ens: Benja: Cooley dying without perfecting of his Will, which was begun by him in order to Constituting his Last will & Testament, this Cort doth grant power of Administration upon sd Estate to Obadiah Cooley Daniel Cooley & Benjamin Cooley. And since the said Ens: Benjamin Cooley did in his said imperfect will, dispose of al his Lands presented to the Cort to his Sons, Excepting one small peice, but had not disposed portions to his daughters: they the Sons of said Benja:

Cooley being sensible that they are obedience & compliance wth their fathers will as to be content wth his disposure of his estate & being desirous to avoid al controversies & occasions thereof among ye selves, did present to this Corte their mutual agreement & desires for the ful settlement of the Estate of their father, to wit, they Agreed & desired of this Corte that the Writing witnessed by Deacon Burt & Deacon Parsons as part of their fathers will should stand in ful force in al respects: Only the four Younger Sons did at the desire of their Eldest Brother Obadiah freely grant, & he accepted of four acres of Land in Long meadow field, wch lyes southward of Ebraham Cooleys house lot, & one acre of Meadow out of a peice of seven or eight acres, wch lies eastward of the dwelling house of sd Ensigne Cooley deceased, wch four acres & one acre they agree their Brother Obadiah shal have more then is given him in said Writing or will —— And they the Sons having treated wth their Sisters both ye married & the unmarried, in reference to their portions of the Estate, & they did promise & agree to pay to their sisters Bethiah Sarah & Mary the full Sum of Sixty pounds apiece, out of the Estate, as it was Inventoried for the ful of their portions, each of them bringing in what they have had already, wch is to be accounted as part of their portions; and the daughters did agree to accept thereof, as by an Instrument presented to this Corte, & signed by the Sons of the deceased & by Mary the unmarried, & by Jonathan Morgan who married Sarah doth appeare, and Henry Chapin, who married Bethiah not subscribing to said Agreement, appeared in Corte, & declared his desires to have forty pounds paid him by his Brothers Cooleys out of the Estate, besides what he hath received, & five pounds to his two daughters that are duelly peice, wn they come to be of the age of eighteen yeares, & the Sons of sd deceased, declaring in Corte their Consented to his proposals & promising to performe accordingly, the said Henry Chapin did declare in Court, that he would rest satisfyed wth this performance, as the Complement of his wives portion of the Estate of her father deceased, & further the Sons petitioning, that if any overplus be of the Estate of their father, wch ye said they know not whether it would be or not, that it should be to the Sons: At wch, the Agreement & the Petition of the Children of Ensigne Benjamin Cooley this Corte approves of & Confirmes; viz: the allotment of four acres & one acre of Land more to Obadiah, & the Mutual agreement of paying the daughters of the deceased their Portions, & the Sons to have the overplus Estate of the deceased, & further the Sons did mutually agree, that they would allow one another mutual Liberty of necessary passages for the use & Improvement out of their Lands settled to each of ye, al wch premises this Corte doth approve of & confirme.

Hannah the Relict of Joseph Trumble of Suffield Late deceased presented to this Corte the Inventory of ye Estate of her Husband, & made oath, that to the best of her knowledge It is a true Inventory of the Estate of her said Husband, & that if further Estate do appear she will present it to the Countie Corte, & the said deceased dying Intestate, power of administration upon the Estate is granted to sd Hannah the Relict, together wth her Brother Judah Trumble:

The last will & Testament of Jno Clarke Senr of Springfield late deceased way presented to this Corte & the witnesses subscribing to said will appeared in Corte & made oath that the said Jno Clarke Senr was to the best of their discerning of sound memory & understanding when he signed his said Will, & this Corte approves of sd will of the deceased

David Morgan presented to this Corte the Inventory of the Estate of Jno Clarke Senr of Springfield and made oath, that to the best of his knowledge, It is a true Inventory of the Estate of the deceased, & if further Estate doe appear, he will reveale it to the Countie Corte.

Whereas there hath been no settlement as yet of the Estate of Joseph Crowfoote Senr of Springfield deceased, & Jno Crowfoote, the Son of sd Joseph Crowfoote did present to this Corte his desire to have the Estate settled, that he might have his portion, & so have Land to Improve his time about & there being Seven Sons & one daughter to have their Portions of sd Estate, wch daughter hath already received her ful Portion out of the moveables, the remaind of the moveables being Wasted & Spent, as was alledged, & the Lands being valued at fifty pounds, & there being Seven Sons to receive their Portions of sd fifty pounds; This Corte doth determine for the Eldest Son Joseph a double Portion, viz: Twelve pounds ten shillings: And for Jno Crowfoote Six pounds five shillings: for Samll Crowfoote Six pounds five shillings; & for James Crowfoote Six pounds five shillings, & for Daniel Crowfoote Six pounds five—

shillings; & for Matthew Crowfoot six pounds five shillings; & for David Crowfoot six pound five shillings; - And this Court doth determine & order that the Lands (being little to have had many small Portions taken out of it) be divided Equally to Joseph & John, & that they receive their Portion out of it, & to make payment to their other Brothers their portions, viz: six pounds five shillings p price, according to the Lands that they receive.

Whereas as yet there hath been no full settlement of the Estate of Francis Ball, once of Springfield, many years agon deceased, the Widow Abigail Stebbins Relict of said Francis Ball presented to this Court an agreem^t of her two Sons Jonathan Ball & Sam^ll Ball subscribed to by said Jonathan & Samuell, wherein they show what they would do for their Mothers relief & maintainance, & desire the Courts Settlem^t of the Lands of the said deceased to ye said Sons, Viz: they mutually agree, that their sd mother Abigail Stebbins shall have during her Natural life five acres of Land on the West side the great River, & five acres of Land on ye East side the Great River; and that if that be not sufficient, they will do further what may be needfull for the maintainance of their sd Mother: And they the sd Jonathan & Samuel do further desire this Court, to confirme their said Mutuall agreem^t, for the settlem^t of the Lands of ye deceased father, viz: that Jonathan may have to him & his heirs al the Lands of sd Francis Ball on the West side of the great River, together wth that five acres on the West side the great River, disposed for his said mother & maintainance after her decease; And that Samuel Ball may have al the Lands of his sd father to him & his heirs together wth that five acres on the East side the g^t River disposed to his sd mother, during the terme of her Natural life; And this Court doth approve of & Confirme said agreement, as a settlement of said Estate, they taking care for the maintainance of their sd Mother:

John Peck sent presented to this Court the Inventory of the Estate of Lott Gillum of Enfield late deceased, who died Intestate; And the Committee for sd Enfield have a power of Liberty to dispose of the Lands at sd Enfield (he the sd Lot Gillum not performing by reason of his death the conditions of the grant of Lands to him there) the said Committee do dispose & order to the Son of sd Lot Gillum the Lands they granted him the sd deceased, upon condition of his five years Improvement of it, the wch act of the said Comittee ordering the Lands to the Son of ye sd deceased this Court Confirmes, & the moveable Estate being small, this Court doth order to the Relict of sd deceased.

There was presented to this Court the Inventory of the Estate of Nehemiah Allyn of Northampton late deceased, to wch Sarah the Relict of sd deceased made oath before Peter Tilton Esqr, that it was a true Inventory, wch is also on file, & the sd deceased dying Intestate power of Administration was granted to sd Sarah together with Deacon Medad Pomery.

The Select men of the Town of Northampton taking notice of the condition of Jno Web of Northampton his family, & considering the Law [Tit: Children] That it is the Select mens Duty, to Inspect & take care that Children be brought up in some honest employm^t & Religiously Instructed, & admonishing Jno Web accordingly, & they finding him sd John Web after due admonition faulty respecting his Children, did then upon proceed to provide a Master for his son Jno Web, & in Conclusion did wth the Consent both of the father & son put the sd Jno Web forth out to Service to Benoni Stebbins, but after some time the Lad being idle & not likeing to work, as by the sd Select men Complaint to this Court, ran away fro his sd Master to his father, & his father refusing to hear the Select men, desirous to get the Lad to his Master, & abusing them by ill Language, & they complaining to this Court, as that the Case is hard for y^m to deale in: The his Court Considering the Complaints of the sd Select men, do Order that the sd Jno Web shall return to his master Benoni Stebbins til he shal be one & twentie years of age, & that his sd Master do allow him as the Countie Court shal Judge meet, & that John Web the father be warned that he act not against this order of this Court, & that the Clerk of the Court send a Coppy of this order to sd Select men:

Deacon Medad Pomery of Northampton Shewing to this Court that the Inhabitants of sd Towne are many times in Straights in times of sickness & weakenesse for want of wine for their relief, & y^t is not Person disposed & Liberty to fill such drinke, & he showing that he meets wth much trouble respecting many Persons their pressing upon him to spare them wine, & desiring of this Court a disposation to fill wine to Persons in real need & no otherwise; The his Court Considering the Charitable meaning of such a motion do wel approve thereof: The like Liberty this Court grants to Saint Philip Smith & Hadley, deacon of the Church there.

Joseph Root Jonathan Parsons William Holton Robert Lymon Jno Hubbard, Jno Holden Benoni Stebbins Samuel Judd, Jacob Root Henry Burt Alexand^r Alored of Northampton being admitted by the Gen^ll Court May last, viz: May: 7th, 1684. to the freedome of this Gouvernm^t (as p Certificate from the Secretary) Joseph Root & Jacob Root were sworne in this Court accordingly: the other Persons to go to their accomplishing their Oate of Freedome at the Next Court at Northampton:

Jnreach Sikes & Daniel Cooley of Springfield Sam^t Porter Senr & Samuel Porter Junr of Hadley, being admitted to the freedome of this Governm^t as by Certificate from the Secretary took the oath of freedome in this Corte.

The Corte grants power to the Countie Treasurer to levie a single Country Rate upon ye Several Towns of this Countie to defray the Charges of the Countie

The Worshipfull Treasurer for this Countie complaining to this Corte concerning Joseph Ashley late Constable of Springfield for his neglect of Clearing the County Rate put into his hand to collect for the Counties vse, said Constable Joseph Ashley being cited thereto, viz: to Clear his accounts wth sd Countie Treasurer; The Corte doth adjudge said Joseph Ashley Constable of Springfield to pay as a fine to the Countie Treasurie, the sum of forty shillings, & do order sd Constable to Clear all Countie accounts in Publick Rate, wth in two months as the Law directs.

The Administrators to the Estate of Isaac Graves Senr deceased did give in to this Corte a Certaine Writing (tho' ye Names not subscribed y^to) wherein they did signify to this Corte, how they did administer to two of the Daughters of said Isaac Graves Senr their Portions of the Estate of their father deceased, desiring this Cortes Confirmation thereof, wch Writing is as follows.

The Administrators to the Estate of Isaac Graves Senr deceased, according to the form^l distribution by the Corte April 29: 1679. according to Adjournm^t, have divided Rthose Legatees that are of age, as would not make paym^t of the daughters portions, & therefore they have set out to Benjamin Hastings who married one of the daughters three acres of the homelot wth a barne upon it, at Thirty pound Ten pence and to Elizer Frary, who married another of the daughters, as part of his Portion, one peice of Swamp Land, at five pounds, & one peice of Land in the little meddow by Estimation Two acres & a halfe, at Ten pounds, in all fifteen pounds of his portion in Land, & in as much as the Eldest Son hath received his Portion, & given discharges vnd^r his hand & Seale, & for the Two Young Sons that are yet vnd^r age, y^t is in reason for them a sufficiency of Land to pay their Portions, w^n of age to receive them: — The Administrators aforesd therefore desires this Cortes Confirmation of said three acres of Land, & a barne to Benjamin Hastings as aforesd, & the Two Parcels aforementionedd to Elizer Frary, to Compleate their Portions as aforesd, that they may enjoy it wth out Ejection or Molestation for ever. The Corte taking notice of the Carefulnes of the Administrators in the performance of their Trust, & to prevent all occasions of Strife & Contentions of the Heirs of sd Estate, & weighing the equity of their Act & desires of this Corte, doe Confirme this Administration of sd Administrators, to wit, they Confirme sd three acres & barne on it to Benjamin Hastings, & the Two said Parcels to Elizer Frary.

Hatfeild: April: 7th: 1684.

Some proposals as to a settlem^t of the Estate of Nicholas Worthington deceased, together wth an account of sd Worthingtons Engagem^ts at his marriage, wth the Relict of John White sometime of Hatfeild deceased, to said Whites heirs, as by the sd Worthingtons agreem^t vnd^r his hand, & the performance of the same accordingly;

Whereas a settlem^t of the Estate of John White deceased to his Relict & two Children was concluded of by the Corte March 29: 1666. according to Jnventory then taken, dividing one Third part of sd Whites Estate to Sarah his Relict or Widow & the other two thirds to be disposed to his two Children, a double portion to the deceasedes Son, & the Remainde to the daughter, after debts paid, wch then were not gathered nor knowne, what they would amount to: After wch m^d Jno White Son^r father to the deceased & Thomas Bunce Senr his Relicts father & approved Administrators to sd Jno White deceased his Estate tooke Care & pained wth the help of some friends, & gathered up the account of debts due from the Estate, & some necessary Expenses, all wch amounts to the Sum of Seventie three pounds Sixteen shillings & ten pence, & some considerable time after presented their account to the Countie Corte: March: 29: 1671: wch debts then were deducted out of the original Jnventory, & to be p^d out of the Estate, reducing the total Sum of free Estate mentioned in sd Jnventory to two hundred fifty one pounds nine shillings & eight pence; at wch time sd Corte made a more particular distribution of sd Estate; To the Widow Eighty three pounds Sixteen shillings & Eight pence, wch is one Third of the aforesd free Estate; To Jno White Son to the deceased, one hundred eleven pounds, fifteen shillings & four pence, to be paid to him, w^n he comes to Age by his fathers house & homestead and Lands in Hatfeild, at one hundred pounds, of his Legacie, & Eleven pounds fifteen shillings & four pence to be paid to him in other

Estate: and to Sarah Daughter to the deceased fifty five pounds, Seventeen shillings & Eight pence, to be paid to her at age; At wch Cott also Jd Worthington (who had married Jno White's widow & her right upon Conditions of being possessed of said John White's house & Lands at Hartford as his own Right) agreed & Covenanted wth the Jd ministrators to Jno White's Estate, to make payment of the aboves Legacies, & wch the Cott approved: All wch being performed or secured to Jd Legatees, & secured from Jd Worthingtons Estate; the Jnventory of Jd Worthingtons Estate. al debts paid amounts to the sum of one hundred twenty pounds ten shillings & nine pence; wch we conclude to distribute to Susanna Jd Worthingtons Widow, One third part to her own absolute right for ever, to be delivered to her out of the Moveable Estate such as Jd shal Chuse, & yd of the whole Estate til the Children come to be of age; wch one third part amounts to sum of forty pounds three shillings & seven pence; & there being four of said Worthingtons Children, the remaind of the Estate to be divided to them: To the Eldest Son a double portion, & to ye other two Sons & the daughters Equal Portions, the Remaind of the Estate for those Children being Eighty pound seven shillings & two pence. It is thus divided. To William Worthington, Eldest Son. Thirty two pounds two shillings. To Jno Worthington Sixteen pounds, one shilling & nine pence. To Jonathan Worthington Sixteen pounds one shilling & nine pence. To Elizabeth Worthington Sixteen pounds one shilling & nine pence, to be paid & set out to ym, wn they Come to be of age: And whereas a Considerable part of those four Childrens portions is to be out of the house & Land at Hart ford, wch by that time they come to be of age, may be of greater or lesser value, yn now it is apprized at; It is thus ordered that William Worthington shall be possessed of the house & Land at Hart ford, out of wch his own Portion is to be taken, & paiment by him made of his Brothers & Sisters Portions, wth this proviso, that if the Jd house & Lands upon an Indifferent & Just values, amounts to more or less, then now it is Jnventoryed at, by the aboves proportion they found William & his two Brothers & Sisters are to receive or abate accordingly; & yd William to make paiment in good & Current pay, or make division of the Land for paymt of the Legacys aforesd: This we humbly pfent to the Cotts Consideration as a settlemt & division of the aforesd Estate; if they Judg meet to Confirme it & Remaine yd hons humble Svts

Sept: 30: 1684:

Jno Allice.
Sam Partridge.

This Countie Cott did consider & weigh the forewritten propositals, & doth allow of & Confirm the aforesd propositals for a settlemt of the Estate of the aforesd Nicholas Worthington deceased

The town of Springfield being pfented to this Cott for the defectiveness of the high way over the Meadow agt Thomas Bay his house, which defectiveness is occasioned by the flowing this way springs from the hills over Jd Meadow, this Cott doth refer this to the select men of Jd Springfield, to get to the repaire of Jd high way, & to settle, if they can, some good order, for the diverting of the Waters, that Come fro the Jd Springs, & to make a returne of yt act herein to the next Countie Cott at Northampton:

Here follows a Coppy of an Jnstrument pfented to this Cott by a Comitte appointed to settle the Lyne Between the Lotts of the Revd mr John Younglove & Tho: Hucksley of Suffield: viz:

In pfuance of an order of the honrd Countie Cott held at Northampton March: 27th 1684. Jmpowering the undersigned to settle & state the dividing line between the Lotts of mr John Younglove & Tho: Hucksley of Suffield; & to shut al troubles in Jd matter of difference between ym: the Jd mr Younglove & Tho: Hucksley having agreed to stand to & abide by what shall be so Jssued, as by order of Jd Countie Cott appears:

We accordingly repaired to Suffield on the 14th of April: 1684 & having discoursed the said mr Younglove & Tho: Hucksley, we viewed their Land or Lots in difference, as also the Line in Controversy between ym, & finding their Lots at the front, as also the Neighbors on each side of ym, viz. Abraham Dibbels Lot on the South side of Tho: Hucksley, & mr Samuel Glovers Lot on the North side of mr Younglove, also of ym to hold out their full breadth there at the front according to what was Jnitially given & granted to each of ym at the first, & there being no controversy about or referring to any of their bounds just at the front of said Lots, al having their ful breadth there, & that in the place wch themselves do test & allow it as right, The Measurer or Layer out of those Lots at the first also concurring herewith, so that the Controversy arises upon their wrong running of the range or Line between ym from the front bound or first Stake at the street, wherefore we addressed ourselves to observance & attendance thereof, & finding that the lot on the South side of Thomas Hucksley (wch is Abraham Dibbels Lot) lyes next the Common high way out of high street to Feather Street, where is the original line, we began there at sd high way & from the street or front on ye west

on the West, running the line back Eastward on the South side of Abraham Dibbels Lot next said high way along by it, as Abraham Dibbels fence goes, wch we find mostly in the line, & is a straight & the right line from the front or Street to the end of his now fence, where we found a marked tree in the line at the End of his fence, wch was formerly made, & from thence we carried on the line or range to another Walnut tree, that we marked, wch is fivescore Rods Eastward from the Street or front on the West, & is a straite line from the Front thy far back into the lots at along by the high way, on the South side of Abraham Dibbels Lot: & because the continuing of the same straight Lyne shil on further wil Intrench upo ye high way, wch as it runs to Feather shroots bends a little northerly, — ye fore we then varied it a little from the Line, that Comes from the front straight fivescore Rods to the Walnut tree then marked as aforesd, & at that tree in the line making a very smal round, & as the first measure out of those lots, being one of us doth affirme) the longer or line is to run Eastward to the end of ye Lots (yt is to say Sevenscore Rods further from the fivescore, where the smal turne of the line is) wch we left for Lancelot Granger (the pesent measure or Lot layer for Suffield) to carry thorow to the end, according to the stake formerly set: We especially the former or first measure of those Lots giving him directions, & marking a tree or two that he might run & lay out the line, to the further End of the Lots, as near as is possible according as they were at first Run, & for (having stated the line, wch the smal turne of the Range is) made it ye work to run & settle the range or Lyne between mr Youngloue, & Tho: Huckslay, & therefore going from that Walnut tree that stands fivescore Rods from the front in the Range or line between Abrah Dibbels Lot, & the Common high way, (where we have left ye high way now Eight or Nine Rods Broader then, what we may be ken of from it by the Lots on the South side of it) we measured a cross the Lots Northward, & first measuring out Abrah Dibbels ful breadth, we set a Stake there in the Range or line between ye Thomas Huckslay, & mr Youngloue, & because of the difference here, we also pitched & set a stake in the middle & between the former stake & stone, & the front bound & so have stated the Lyne between mr Youngloue, & Tho: Huckslay, declaring it to them accordingly; & because this line takes off, about three quarters of an acre, wch Tho: Huckslay had Cleared & plowed up Into mr Youngloues Lot, we all agreed that mr Youngloue should allow & pay Tho: Huckslay forty shillings for it, wi such pay as falls in his way to do it, in a year or two: And this stating to stand, & be a ful issue between ym, & according to this range, the fence between ym to be set up, & continued in this line now stated & settled as aforesd, we also measured out mr Youngloues ful breadth Northwards from Tho: Huckslay, & stated the line between him & mr Samll Glover accordingly, as also ye breadth of mr Glovers Lot exactly, that there might be no occasion of further Contest; And to this clear stating of the Lynes, or Ranges of their Lots, we do unanimously agree, & accordingly give it under our hands this 14. day of April. 1684:

John Pynchon — Thomas Brewer

Samuel Marshfield — Lancelot Granger

David Ashley

Also stating & settling of the Ranges or Lynes of the lots of the Reverend mr Jno Youngloue & Thomas Huckslay & the neighboring lots this Court allowes of & Confirmes.

The Town of Enfield was by the Grand jury presented to this Court, for that yy are without a preaching Minister, but it being alledged that the said Town is under a Committee, as also that the Inhabitants have been endeavouring the attainement of a Meet Person for that worke, so said Town was discharged.

The Town of Suffield likewise was presented to this Court for want of a Schoole, they being of the Number of Familyes that the Law requires should have & maintaine a Schoole for the Learning children to write & Reade, & it being alledged, that they have taken Care to have Children Learne to Reade, for wch purpose they have one or more to teach in both the streets that Lead thorow their Towne, so also said Towne was discharged:

Abigail Warner of Northampton was presented to this Court for accusing of the Rev: mr Jno Russel Pastor of the Church of Christ in Hadley of lascivious carriages & Speeches in divers Particulars attested by Leiut Philip Smith & mrs Rebecca Russel, & declared before ye Church of Hadley by the Rev: mr Jno Whiting, the Rev: mr Nathan Collins & ye Rev mr Edward Taylor to be in her Paper of accusations, wch is greatly to ye Reproach of mr Russel & Scandall of the Gospel: The Party presented & the witnesses to be summoned for their appearance at the next County Court at Northampton

This Court allows of Benja: Knowlton to continue the Keeper of the Prison house & allow him ye priviledges thereof:

Articles of agreem made for the division of the Estate of Henry Woodward of Northampton late deceased was presented to this Court, ye settlement hereof to be issued at ye next Court at Northampton when the parties concerned might be capable of ye appearance

The Inventory of the Estate of Jno Second of Westfield deceased was presented to this Court & the widow being not capable to appear to make oath to it: This to be issued at the next Court at Northampton

Thomas Granger & Mindwell Tailor both of Suffield being at the pending Court at Northampton presented for their guiltyness of the sin of Fornication; & Lancelot Granger & Thomas Granger did give in their bond Jointly & Severally before the Worship Major Jno Pynchon Assist. in the sum of Ten pounds for the appearance of sd transgressing Parties at this Court & their submitting themselves to the order of this Court, as by their bond dated August: 19: 1684: given into this Court doth appear: and neither of sd transgressing Parties appearing at this Court be the said Thomas Granger being disenabled by sickness, as was alledged in Court, was to release his part of the bond, but for this grievous sin of Fornication, in said Thomas Granger, against wch God this Court is desirous to bear al our testimony, & (if it might please God to help) to reform it among us; this Court doth adjudge the sd Tho: Granger to pay a fine of forty shillings to this Countie Treasurer, & this Court adjudge the sd Mindwell, the now wife of said Thomas Granger to forfeit her part of the bond, & that she pay to the Countie Treasurer five pounds in money or in Wheate:

At a County Court holden at Northampton: march: 31: 1685:

When we present for the holding of this Court

Major Jno Pynchon
Peter Tilton — } Esqrs.

Two of the worship Assistants of this Jurisdiction:

Leiut: William Clarke
Capt Aaron Cooke } Associates:

The Jurors were Leiut Joseph Kellog Senr.
Deacon Judd:
Jno Taylor.
Samll Ely
Thomas Stebbins
Tho: Copley
Isaac Meacham
Nathan Weller
Daniel Warner
Jno Coales.
Judah Wright
Thomas Lyman

Thomas Dewey & Josiah Dewey Plaintiffs Ja Contra Joseph Pumery Samll Taylor John Sackett Jno Williams, & Nathaniel Williams Defendts, in an action of the Case for their unlawfull keeping a dam upon a streame or brooke of water called two Mile brooke within Township of Westfield, beyond the liberty formerly granted to the sd Joseph Pumery, Attd him & other his Partners since by the Town of Westfield, & Contrary to the Grants of those Streames & of it, by sd Towne unto sd Thomas Dewey & Josiah Dewey, wby they are much dammified, & unto & for removeing of sd Dam from being any further stop to the course of said Streame, wth Damages to the sum of Twentie pounds according to Attachment.

In the Action depending in Court, wherein Thomas Dewey and Josiah Dewey were Plaintiffs & Joseph Pumery Samll Taylor John Sackett John Williams & Nathaniel Williams defendts, the testimonys & Evidences being procured &

read in Court & Committed to the Jury, they brought in their Verdict, that they find for the Plaintiffs Liberty of the Streame of the two mile Brooke belonging to the Town granted to them Wal Incumbrances by dam or otherwise to be removed, by the Defend^ts & costs of Court as allowed p Bill. three pounds three shillings & six pence. The Defend^ts entred an Appeale, viz: Joseph Pumery Samuel Taylor Nathanell Williams Deacon Pumery gave in Bond to this Court & to the Plaintiffs, to the value of forty pounds in which they jointly & severally engage, that whereas they either of them have appealed from the Judgm^t of this Court at them, wherein Thomas Dewey & Josiah Dewey are Plaintiffes, they engage as afores^d to prosecute their appeale to effect & answer all costs & damages that may accrue to s^d Plaintiffes, except, Jno Williams, who as it appeared to the Court was no way concerned in said action.

Mr Samuel Marshfeild presented the last will & testam^t of John Ryly of Springfeild, to wch he made Oath that the Testator signed it, & was of sound mind & memory when he did it, & in as much as the widow & Children agree to the disposal of said Ryly's Estate, according to w^t is appointed by him s^d Ryly in said Instrum^t this Court approve of it.

Thomas Dewey & Josiah Dewey Plaintiffs p^lt contra Joseph Pumery Samuel Taylor & Stephen Lee of Westfeild defend^ts, for that s^d Defend^ts or some others by their order have sawn at their New Saw mill, that is at Westfeild afores^d, on the stream above the Corn mill belonging to s^d Plaintiffes, til the water of the said Stream hath been drawn above one inch below the Top of the dam of those Saw mill, contrary to Covinant, whereby they have forfeited the Sum of one hundred pounds, which shall be made to appeare by a bond & Witnesses into the payment of s^d Sum of One hundred pounds according to bond wth al Just damages according to attachment.

In the action depending in Court, wherein Thomas Dewey & Josiah Dewey were Plaintiffes p^lt contra Joseph Pumery Samuel Taylor Stephen Lee Defend^ts, the Testimonys & Evidences in the Case being procured & read in Court & Committed to the Jury, they brought in their Verdict that they find for the Plaintiffes the forfeiture of their Bond & Costs of Court, as p^r Bill allowed one pound twelve shillings & eight pence. — And in as much as it is the forfeiture of a bond, this Court according to Law to decide the Equity of the Case by Chancering this bond this Court have adjudged them to pay the Sum of fifty pounds, & costs of Court as p^r Bill allowed one pound twelve shillings & eight pence

Obadiah Abbey Plaintiff by way of Appeale from a Judgm^t past against said Abbey by the Worshipfull Major John Pynchon in a case commenced ag^t s^d Abbey by Isaac Meacham, wch with Judgm^t being not Satisfyed, the defend^t, viz. Abbey gave in Bond together wth Thomas Abbey as a Surtie to the Sum of five pounds to prosecute his Appeale at this Court entry money 10.00

In the Case depending in Court, wherein Obadiah Abbey entred an Appeale from a Judgm^t past by the Worship^ll Major John Pynchon, the Case & Evidences being considered by this Court, they see no reason for an Appeale & therefore have confirmed the Judgm^t past by the Worshipfull Major Pynchon, viz. to pay to Isaac Meacham Ten shillings in Money viz as Money, & Eighteen shillings for charges, as also Costs of Court in this Action, viz Ten shillings entry money, and other charges as p^r bill allowed Six shillings

Samuel Partridge Plaintiff p^lt contra John Hodge Defend^t In an action of the case for wth holding a debt by book to the Sum of three pounds three shillings or thereabouts besides damages & costs of Court, according to attachm^t

In the action in Court wherein Sam^ll Partridge is Plt & Jno Hodge Def^t, Testimonys & Evidences in the Case being produced & read in Court, & committed to the Jury, they brought in their Verdict that they find for the Plaintiffe, the Sum of three pounds thirteen shillings & threepence & costs of Court, & accepted & allowed by the Court & charges allowed by p^r bill at thirteen shillings & ten pence.

Joseph Pumery Samuel Taylor Jno Sacket & Nathan^ll Williams Plaintiffes by a Replevie of a —

of a Mill, Saw, Dogs file & Cow & appurtenances distrained & extended on & detained by Thomas Dewey Senr & Josiah Dewey or by the Marshal by power derived fro said Thomas & Josiah Dewey & now in said Deweyes or the Marshals custody, & the above said Mill wth al & every of the appurtenances, you are hereby required to deliver, &c: The sd Plaintiffes hawing given in Bond to prosecute their replevie at this Court, march: 31: 1680. this Replevine was omitted by consent, & no Entry money to be paid.

Joseph Pumery Samll Taylor Nathanll Williams, Stephen Lee & Samll Phelps Plaintiffes Thomas Dewey Senr Defendt in an action of the Case for unjustly cutting downe of a dam upon two mile Brooke in the town bounds of Westfield, wch dam was erected according to Grant of the Town of Westfield, & for fellonously taking, & for a considerable time concealing & carrying away or hiding of their Tooles, al wch unjust actions of the said Dewey hath proved very pjudicial & greatly to the damage of the aforesd Pumery, & the lost of the Ownrs, to the value of forty pounds accordg to attachmt. Entry money 20s

In the action depending in Court wherein Joseph Pumery Samll Taylor Stephen Lee, Samll Phelps & Nathanell Williams were Plaintiffes & Thomas Dewey Defendt for cutting down of a dam, the testimonys & evidences in the Case being procured & read in Court & transferred to the Jury, they find for the Defendt Costs of Court as pr bill allowed six shillings allowed of in Court.

Mr Joseph Hawley of Northampton Plaintiffe pl Contra Godfrey Nimes of Deerfield Defendt in an action of the Case for defameing or slaundering the sd Hawley, Respecting Hay, wch he & his wife hath reported that the sd Hawley hath surreptitiously, theiffully or fellonously tooke from him, also that he & his wife or either of them hath reported, that the sd Hawley added Sedll things to the Deed of Sale of their house to their pjudice, after the time of Subscribing to & Sealing the same, wch can be accounted noe lesse then Forgery, by wch false reports the said Hawley is damnifyed in his Reputation & otherwise to the sum of twenty pounds — all according to attachment. entry money 20s.

In the action depending between Mr Joseph Hawley Plaintiffe & Godfrey Nimes Defendt the testimonys & evidences in the Case being procured & read in Court & transferred to the Jury, they brought in their Verdict, that they find for the Plaintiffe the sum of twenty pounds & Costs of Court, But in as much as both Parties have agreed, yt said Godfrey paying five pounds, & half Court Charges, wch is two pounds & nine pence (yt whole bill being four pound, one shilling & six pence) al wch the said Nimes is to pay in wheate, besides one Cow wch said Nimes now payds, at four pounds ten shillings, & this to be an issue of al further trouble,

Capt Aaron Cooke Senr Plaintiffe pl Contra Jnll Woodward & Elizabeth wgoodward defendts, In an action of the Case, for that Henry Woodward proceedg to the defendts aforementioned did illegally claime & have taken into their Improvement, a certaine Parcel of Land neer the mill River in Northampton, about ten acres more or lesse, as it is granted to said Cooke by the Towne of Northampton, & laid out according to abatmt being specifyed to a surrendr of sd Lands according to sd Grants of the Town aforesd together wth al our damages, al according to attachment, this action is withdrawne & entry money abated or released.

Jnno Sackett & Nathanll Williams Plaintiffes pl Contra Thomas Dewey & Josiah Dewey defendts in an action of the Case for unjust Seisure attaching imprisoning & detaining of an estate of their ox: a Saw Mill wth the Implements belonging to it, to their great damages as will be made to appear in the prosecution hereof, entry money 10s.

In the action depending in Court wherein John Sackett & Nathanll Williams were Plaintiffs for unjust Seisure of a Mill & implemts, & Josiah & Thomas Dewey defendts the testimonys & evidences in the Case being produced & read in Court & transferred to the Jury, they brought in their

verdict, that they find for the defend^ts, Costs of Corte

There being something presented to this Corte relating to the Estate of George Jefferies of Southfield deceased, & although in the former Corte at Springfield Sept: 1683. administrators were appointed, viz: the Widow or Relict of said George Jefferies & Jonathan Winchel, yet this Corte being informed by the Select men of sd Town & Jonathan Winchel that sd Widow is wholie incapacitated for to dispose of the Estate, either for her own or Childrens maintainance, being something Crazed, this Corte therefore release & make void her power of Administration & Grant it to sd Jonathan Winchel as before & Joseph Harman to dispose sd Estate, as also to give account of sd Estate in Convenient tyme to this Corte for a settlement, & that the Select Men of sd Town of Southfield dispose of the Children of sd George Jefferies.

m^rs Rebeca Smith Relict to Lieut Philip Smith of Hadley deceased presented to this Corte the last Will & Testam^t of her sd Husbands Estate to wch Testam^t Chilial Smith & Samuel Partrigg made oath that they were present when sd Testator signed & sealed sd Testament, & y^t ye Testator was of sound mind & understanding to their apprehensions w^n he did it; and wch was approved by this Corte the Estate to be disposed according to sd Will of the deceased — The sd Rebeca also presented an Inventory of his her sd Husbands Estate, to wch she made oath that it was a true Inventory & if more appeare she will make discovery accordingly to this Corte.

Eleazer Firary of Hatfeild & Sam^ll Porter Senr tooke the Constables oath to attend sd Service in their Respective Townes they belong to; & Sam^ll Marshal for the Town of Northampton

Sam^ll Porter Junr tooke the Freemans oath in this Corte

The wife of Marke Warner being presented to this Corte by ye Grandjury for unmoorthy Speeches ag^t the Reverend m^r Jno Rufsel, & Plea being made by way of Barr, sd presentm^t not being according to Law, in as much as Enos Kinsley & Nehemiah Dickenson two of sd Jury that made sd presentm^t objected ag^t it, & so affirmed in this Corte, upon which, the said presentment was accounted no Legal presentment, & therefore the wife of Marke Warner was Released —

John Hubbert Senr is allowed Six shillings in Countie pay, as an addition to his former allowance of Countie Pay, for carrying votes to the Bay.

Benoni Stebbins Jonathan Parsons & Jno Sholding of Northampton tooke the freemans oath.

Deacon Benjamin Parson of Springfield presented to this Corte the Inventory of the Estate of his Son in Law John Munn deceased oath being made to the truth of sd Inventory by sd John Munn his Widow before the Worship^ll Major John Pynchon; & Power of Administration upon sd Estate is by this Corte Granted to sd Deacon Parsons aforesd, & said Widow his Daughter:

Isaac Mackom exhibited to this Corte the Inventory of the Estate of John Fiennam of Springfield deceased, to which oath was made by his Widow before the Worship^ll Major Pynchon: And this Corte have granted power of Administration upon sd Estate to said Widow Elizabeth Fiennam

John Bridgman freed from military Exercise, as Traynings.

The Proprietors of that Place up the River Comonly called Squawgeg, presented a desire that some meet Persons be appointed to Lay out a Country Rhode to sd Place or Town, & this Corte appointed Ensigne Lyman John Cleary & Michah Mudge to that Service aforesd, As also Ebenezer Wright is added to any of the three to doe those Service

Thomas Meakins Senr witnessing to this Corte that he bought of Sam^ll Hindsdale of Deerfeild deceased four acres of Land in the New forte Medow at Deerfeild aforesd, wch legally appeare to this Corte, & therefore they impower the Administrator to said Hindsdale, viz: Mehitabel his Widow & her now Husband Jno Coleman to make & deliver legall Deed to said Thomas Meakins for sd four acres of Land.

The Administrators of the Estate of Nicholas Worthington presenting something to this Corte together wth Jno White, Informing that the houses & fences upon the homestead, & other two are much out of Repaire, when sd White entered upon them, & in as much, by former agreement Nicholas Worthington had made over to him of Jno White deceased his Estate, in an house & Land at Hartford, & all priviledges thereto belonging, wch Estate Said Jno White Junr, hath to the deceased, hath engaged to legally to Confirme by

by Deed to ye Worthingtons Children, upon wch Conditions this Court allowes that the Administrator of ye Worthingtons Estate pay to John White Junr Seven pounds out of ye Worthingtons Estate to answer for repaires of houses & fences aforementioned.

John Evens of Deerfield in the Right of his pldeceasd Experience Hindsdale deceased brought in Evidences of certain Parcels of Land in Deerfield that was bought of Dedham men by Samuel Hindsdale formerly of Deerfield deceased & not Legally past to ye Experience Hindsdale, & therefore in as much as the Several Parcels were mentioned in Coltr, viz: One home lot containing five acres, bounded by the Land of Joseph Barnard North, by the Land William Bartholomew South, by a hill or little meadow west, & by the Common East; also half a Sixteen Common Lot in the meadow & upLands that Lyeth the fourth in Number, in the first division of mowing Land lying in the great Meadow containing Tenacres more or Lesse, bounded by Land of Jonathan Wells South, by Land of John Hindsdale North, by the River Comonly called Pacomptuck River West, & a Pond East; One Parcel of Land in the division of Plowing Land containing four acres, bounded by the Land of Joseph Gillit North, by an hill or high way South, by an high way west & by the meadow fence East; in the second division of Mowing Land lying in New fort meadow, one Parcel containing three acres more or lesse bounded by Land of Jn° Hindsdale North, by Land of Jonathan Wells South by hill or Common Land West, & by Pacomptuck River East; One Lot in the second division of plowing Land containing Seven acres, bounded by Joseph Gillit's Land North by Land of Jonathan Wells South, by the high way or River west & by fence or Common Land East, which Lands We order the Administrator of Samll Hindsdale aforesd to give deeds of Sale for said Lands to Experience Hindsdale or his heirs for ever, — or to ye John Evens in his Right, as ye order of Court March: 25th 1679.

Samuel Parsons of Northampton Sworne Leather Sealer & Stacker in the Town of Northampton — & Jonathan Hunt was Sworne to the office of a Packer of Meat in ye Town

Ensigne Lyman was Sworn Constable of Northfield alias Squakeag:

Thomas Bascomb & Samll Allin in the behalfe of the Wido Salmon presenting a desire that some further Settlemt be made upon the Estate of Tho: Salmon deceased, & whereas there was some formr Settlemt made wch was something imperfect, & one of said Salmons Children since being Dead; Therefore this Coltr now order & settle said Estate as followeth, viz: to the widow, One Part of the whole Estate of Lands & Houshing for the time of her natural life & the Moveable Estate at her free dispose for the bringing up the Children till they come to be of age, & one of the daughters being dead, there being three yet all, the deceasds daughter having a living Son Survivor, the Survivor to injoy her Portion wch the other Two Daughter, whose Portions are Eight pounds a peice of ye Estate in Current Pay, or two acres of Land to be set out to them.

Joseph Baldwin Junr Exhibiting to this Coltr the Last will & Testamt of his Grandfather Joseph Baldwin Senr deceased wch was Sworne to by Chilias Smith & Samll Partrigg that they Saw the ye Testator Sign & Seale ye Instrumt as his Will aforesd, & that he was of Sound mind when he did it, as also said Joseph Baldwin Junr presented an Inventory of ye deceasds Estate, to wch he made oath, that it was a true Inventory, & if more Estate doe appear he will readily discover it; the Estate to be disposed according to the will of the deceased, & wch as his widow Elizabeth Baldwin hath the use of the Estate for her life time both Lands & moveables, the Lands & houses to be returned according to Will; the moveable Estate she is to use for her Comfort the terme aforesd, & in Case Bedding or other things should be impaired by wearing, she or her Survivors at her decease to returne the Remainder of said Moveable Estate that she doth or shall receive for her use as aforesaid:

Upon the Petition of Obadiah Cooley representing to the Coltr that Two hundred & fifteen pounds & fifteen shillings is yet to be divided among the Sons of Benjamin Cooley deceased, which as it is further pleaded will be in hazzard of Lesse, if not divided, though otherwise this Coltr would refer it to Springfield Coltr, yet to prevent Loss, & that each of the Sons may have in their hands to manage for their own advantage; therefore it is ordered that in Case the Same be as aforesaid, the Elder Brother Obadiah Cooley shall have & take into his own improvement & managemt

fifty pounds of it, & the other four Brothers divide the rest equally among ye Sisters, & this for the pſent, & if they are not satisfyed wth this proposal, each of ym to be accountable for the summes they shal have received to said Corte, when a further settlement is to be made if need, & their desires call for it:

The total sum of the Inventory of the Estate of John Keep Decease Amounting to three hundred twenty nine pounds, eleven shillings & seven pence, out of which, Being deducted Thirty pounds sixteen shillings & three pence, for debts & Expences, there remaines of free Estate two hundred Ninety & Eight pounds fifteen shillings & four pence, & whereas in the formr Distribution of the Estate by the Corte, Sept: 26: 1676, the whole of the Lands was settled upon John Keeps Son, he paying out of the Lands thirty three pounds to his two sisters, when at age as part of their Portions & so Daughters to have the remainder of the moveable Estate after debts payd, to make up their Portions, But wn as much as the additional Inventory hath made some Alteration, & the Daughters Comeing to age before the Son, he being Youngest, We Propose to this Corte as to a further settlement of sd Estate that the daughters may have the Moveable Estate, wch is one hundred twenty two pounds fifteen shillings & four pence, Equally divided betwixt them, wch is Sixty one pounds seven shillings & Eight pence, apiece, when at age to receive it, & the Son to the deceased to enjoy all the Lands, wch are apprized at One hundred Seventy six pounds, when he Comes to ye age of twenty & one years, he paying fourteen pounds: a piece to sd Daughters wth within two years after he is possessed of said Lands, wch is to Compleate the daughters Portions at seven pounds seven shillings & Eight pence, if any dy before at age the survivors to enjoy their parts; & In the meane tyme the Rent of Land to pay the just expences the Administrators out in keeping & settling sd children, or otherwise, they giving an Account of the same; the aforesd being pſented to this Corte by Samll Phips Senr, & it being affirmed that Joseph Leonard hath agreed to the same, this Corte hath Confirmed it as a Settlement of said Estate. the additional Inventory is reposited, or filed wth the Records of sd Corte

Thomas Granger applying himselfe to this Corte pleading an Abatemt of the amercemt layd on him, wth respect to his & his Wives misdameanors before marriage, wch he always was ready to acknowledge his evil in, as is affirmed, & then being seven pounds amerced as aforesd, this Corte abates of their amercements the sum of three pounds, so that now there remaines, but four pounds to be paid to the Countie Treasurer.

The Widow the Relict of Nehemiah Allyn pſented to this Corte a motion for some settlement of her Late Husbands Estate, this Corte have settled that the Eldest Sons Portion shall be One hundred pounds & the second Sons Portion fifty pounds to be set out to them, out of the Lands, & to the daughters forty pounds a price, & to the Widow the remainder of the whole Estate being about one hundred pounds, to be to her own free & absolute disposal, & this Corte have appointed Deacon Pumery & Jonathan Hunt to set out said Portions as may be most convenient for the Widow & Children aforesd, the widow Quitting her Right of thirds for life tyme, & the Administrators to dispose the Estates of the Children under age & wn it wil said Children come to be of age, & wn each any of the Children dy before of age, the survivers to enjoy their Portions.

Jedidiah Strong who hath married the Widow Stebbins, & in his Wives Right being concerned about the Estate of her former Husband, now pſents to this Corte, ye whereas in the former Settlement made by this Corte upon said Estate, nothing was done as to the Land at Deerfield, wch is meet to be done, & therefore this Corte orders the disposal of sd Estate of Lands in Deerfield to the widow & children according to the former distribution of said Estate by proportion, & that it be divided accordingly by the former Comitee nominated & appointed by the Corte for that worke, viz: mr John Strong Jno King Medad Pumery & David Dust

This Corte to Lieut Wm Clarke in his wives Right Granted a Writ of Dowry of Certaine Lands & the land of Lieut: Thomas Cooper in particular, the Land that Widow Mary Parsons stood possessed in Springfield & Estate of his Wives in Springfield, & some meete Persons were appointed to set it out accordingly =

this Corte

the Court appointed mr Samt Marshfield & mr Jno Hitchcock of Springfield for that worke

William Miller vs released Military Exercises in Northampton

John Woodwards bill of Charges in Capt Aaron Cookes action agt him & his Mother, wh sd Capt wh drew said action, the Bill allowed was six shillings & two pence

Whereas Some of the Inhabitants of the Town of Northampton complaine they cannot have an high way laid out for conveniency to some Lands the Nearest way to Major Pynchons meadow, this Court ordr the pesent Select men of the Town of Northampton to lay out a way as aforesaid, & make a return of what they doe in it, to the next Court at Springfield:

Elizabeth Langhton presenting or proposing to this Court for some Settlement of her Late husbands Samt Langhton deceased his Estate, wh amounted to three hundred, four pounds & nine teen shillings & six pence, wh fourteen pounds nine shillings & six pence was allowed for expenses & debts that have been paid, So the Remainder of Estate, being of free Estate three hundred pounds: It is settled by this Court as followeth: viz: to the Widow Relict to Samuel Langhton, all the Estate she had of her own before she married said Langhton, wh is intermixed wh his to be set out to her as her own proper and absolute Right for ever, & the use of the whole Estate for the bringing up her two Children Sons to Samt Langhton aforesaid til they come to be of age, & then Samt Langhtons own proper Estate to be divided to said two Sons, a double Portion to the Eldest & the remainder to the Youngest, & in Case any of them dy, before they come to be of age, the Survivor to Enjoy it,

Daniel Warner exhibited to this Court the Last will & Testamt of Andrew Warner Senr deceased his father, to wh wil mr Peter Tilton & Marke Warner made oath that they did see the deceased Signe & Seale said Testament, & that he way of Sound mind when he did it, wh wil is approved in Court, the Inventory of said Estate to be disposed accordingly to the wil of the deceased. — An Inventory of his Estate was likewise presented, & made oath to, & if more appeare promise made to discover it,

Thomas Miller Henry Rogers Joseph Bidortha, desiring Some redresse as to the burden upon them with Respect to the an high way, that matter is referred to the next Court at Springfield.

Samuel Ely of Springfield his Licence & Thomas Dewey of Westfield his Licence is renewed for the yeer ensuing to keep publike houses of entertainmt & sell Strong liquors.

Joseph Pumery Samt Taylor Stephen Lee appealed from the Judgmt of this Court to the next Court of Assistants in Boston, In the action Comenced against them by forfeiture of their Bond, by Thomas Dewey & Josiah Dewey, & Judgmt past as aforesd, & Deacon Pumery stood bound in a Bond of an hundred pounds to this Court & to the Plaintiffes to prosecute their Case from Court to Court, til the Case comes to a final Issue.

John Allice presented an Additional Inventory of Estate of Lieut Allice his father deceased which was allowed & to be entred upon Record, in relation to the former Inventory or original.

Joseph Dickenson deceased his Brethren presented an Additional Inventory of their deceased Broth Es Estate, containing his Lands at Squakeeg, wh is ordered to be entered upon Record, in relation to the original Inventory to said Dickensons Estate.

There being presented to this Court the Last will & Testamt of Thomas Bancroft Senr of Enfield deceased together wh an Inventory of his Estate probate of both being taken before the worshipful Major Jno Pynchon they are approved in Court & ordered that the Estate be according to the wil of the deceased.

Mehitabel Relict to Jno Gardner of Hadley deceased presented to this Court his Last will & Testament together wh an Inventory of his Estate, as also an agreemt made upon sd Estate, all of which the probate was taken in Court, & the Estate to be disposed according to the wil of the deceased.

Settlement of the Estate of Henry Woodward deceased.

These ppsents declare an Agreement made between the Relict of sd Hen: Woodward, & the Rest of the Legatees, of Henry Woodward, viz: Elizabeth Woodward Widow, Jno Woodward, Medad Pomery Jno Taylor & Judidiah Strong, wch is as followeth:

1: The Widow & Honrd mother we agree that she shal have the one third of the moveable Estate to be at her own free dispose, & the Land in the meadow, & halfe the house & homestead, except Ten acres in the Swamp next to Capt Cooke's Land adjoining to the common fence, to be for her sole use & improvemt during her Natural life, — And further we agree, first, that Medad Pomery is to have Ten acres of Land over the mill River, opposite to Alexander Edwards Homestead on the West, over the Mill River, & this Land wch what he hath received is his ful due. — And John Taylor is to have five Acres in the aforesd Swamp, at the Lowr end of a Parcel of Land, as it is abutted in the Records, wch wch he hath received is his ful due, — As for Judidiah Strong his Children are to have pd to ym as they come to age Thirty shillings a piece, wch Mony being paid, is as much as they by agreement are to have; & this Agrement being pformed & Established by the Honrd Countie Cort, we do acquitte & discharge John Woodward of any more demands from sd Estate, but do acknowledge the remainder of what forever Estate of Henry Woodward, to be his owne for ever: But if any of Judidiah Strong's Children dye before they come to age, their due to be divided among the Surviving Children, the aboversd this Cort approves of as a Settlemt of the Estate of Henry Woodward deceased.

The Towne of Southfield being pshented for neglecting of Repairing the Country Road are to be called to the Next Cort at Springfield:

Samuel Partridge was allowed paymt for drawing out of Coppys of Testimonies once & against about William Webster & his Wife ppsented to have familiarity wth the Devil, said Coppys to be sent into the Bay accordingly.

At the Countie Cort holden at Springfield, Sept: 29th: 1685.

Flor: of holding this Cort ye worsp present:

The Worsipful { Major Jno Pynchon, Peter Tilton } Esqrs

And { mr William Clarke, Capt Aaron Cooke Senr, mr Samll Partridge } Associates.

And the jurors were:
Serjeant Jno King.
Jonathan Burt.
Rolland Thomas.
Nathandel Burt.
Eliakim Cooley.
Tho: Bascomb.
Joseph Warriner.
Sam Belden.
Isaac Phelps.
Jno Rooke.
Timothy Eastman.
Thomas Huckley.

Timo: Eastman was chosen agent in his Brothr's Case: & Plaintiffe & Defendt mutually geaved to the Worsp Court.

Peter Tilton Esqr chosen to be an Assistant for this his Majesties Colony of the Massachusets, at the Genrl Court, May: 27: 1685. at Boston, by reason of illness was not then ppsent, but tooke the oath of Assistants at this Cort.

Lieut Wm Clarke Capt Aaron Cooke Senr & mr Samll Partridge were allowed of by the honrd Genrl Cort May: 27th: 1685: to be the Associates to sit wth the honrd Magistrates in Hampshire for the keeping the Countie Courts in said Shire for the year ensuing: as pr Certificate from the Secretary: & the aboved Gentlemen appeared in Cort & tooke the oath of Associates accordingly:

Joseph Eastman of Suffield Plaintiffe pr Contra Thomas Remington Senr Defendt In an action of the Case for obtaining & wthholding a debt of six pounds eighteen shillings due by booke to sd Plaintiffe, according to attachmt:

In the action depending In Cort wherein Joseph Eastman is Plaintiffe, & Thomas Remington Defendt. the Testimo:

Testimonies & Evidences were p^d^ented & read in the Court, & Committed to the Jury, who brought in their verdict that they find for the Plaintiff sixteen shillings & four pence and Costs of Court, ^wch^ p bill allowed of in Court is fifteen shillings & six pence:

Mr James Cormish Plaintiff Contra Mr George Sexton Senr Defend^t^. In an action of the Case for his unjust molestation of sd Plaintiff, in making forcible Entry on a Parcel of Land lawfully belonging to sd Plaintiff, & for a Satisfaction of said Land, & further according to attachm^t^.

Mr James Cormish Plaintiff & Mr George Sexton Senr Defend^t^, having agreed wth drew g^r^ action in the Court, & they made a mutuall Issue respecting their Action, said Issue Comp^r^ehending Mr James Cormish Mr George Sexton Senr & his Son George Sexton Junr:

Thomas Loomas Plaintiff contra Eliezer Frary Defend^t^, Both of Hatfield, in an action of the Case commenced ag^st^ said Frarey, for said Frarey his Incumbring a part of sd Loomas his home lot wth fencing digging & otherwise according to attachment

In the Action depending in Court between Ban^t^ White Attorney to Thomas Loomas Pl^ff^ & Eliezer Frarey Defend^t^ the Testimony & Evidences being al p^d^ented & read In^d^ Court & Committed to the Jury, they brought in their verdict, that they find for the Defendant Costs of Court, wch is fifteen shillings according to Bill allowed of in Court:

John Sacket Samuel Taylor Nathan^l^ Williams & Joseph Pumery appeared in Court, and subscribed their Hands to an agreement between them & Thomas Dewey & Josiah Dewey, al of them severally owning that agreement & Covenant for their the sd In^o^ Sacket & his Partners in making a Surrender of the Mil Stream, about wch there hath been Controversyes between both Partys, & further as in said Agrem^t^, wch is Recorded in the County books at Springfield for Recording of Conveyances of Lands: &c.

John Sacket Samuel Taylor Nathaniel Williams & Joseph Pumery Petitioning this Court to Release their forfeit for their not prosecuting their two appeals from the Sentence of the Countie Court March last, this Court doth accept their Petition, & discharge them from paying their said forfeit, provided they give the County Court no further trouble about these Cases, they have already paid their Sentences about & against said appellants, otherwise they wil resume their whole forfeite, for their not prosecuting their two Appeals, wch is four pounds.

This Court doth Grant the Worshipfull Countie Treasurer to raise the value of a Single Country Rate upon al the Towns off this Countie to defray the Counties Charges.

Samuel Marshfield the Countie Marshal desiring that this Court would allow him some Recompence for his Service to this Countie, since he also hath forgone the Country allowance to him for Levying fines, ordered him to Levy by the County Treasurer, this Court doth allow him for his Recompence four Pounds, viz: Thomas Granger of Suffield his fine, as it is upon the abatement of the Last Countie Court at Northampton, wch upon said abatement was four pounds to the Countie; he the said Marshal henceforth being not to demand such forgone or neglected Countie dues to him:

Thomas Huckfley of Suffield being formerly licenced keeping an house of Entertainm^t^, & forgetting the Renewing a licence the Last Spring; & this Court finding it necessary that some meet Person be Licenced to suit Needs of Travellers or Inhabitants this Court doth therefore allow said Thomas Huckfley to keep an house of entertainm^t^ & to sell strong liquors, provided he keep order & good Rule in his house:

Samuel Taylor & Jonathan Taylor p^d^ented to this Court an Inventory of the Estate of Jonathan Taylor Late of Springfield Deceased & made oath that to the best of their knowledge, it is a true Inventory, & that if more doe appear they wil reveale it to the Countie Court; In wch Inventory of said Jonathan Taylors Estate, the three parcels of Land in the beginning of the Inventory are crossed, because Major In^o^ Pynchon Esqr did declare in Court that those Lands were mortgaged by said deceased in his life time to sd Major Pynchon, for a debt due to him, shewing the Deed of Mortgage, wth wch the Court was so satisfyed as to order the Clerke to cross said three Parcels of the Lands & the apprizement,

Samuel Owen who married the widow of John Petty of Springfield deceased appeared in Court & did shew in Court, how, according to an act, of the County Court Sept: 26: 1682, the Land that he bought of Daniel Canada once of Suffield, & wch Land is in the Township of Suffield, & wch said Owen had a deed of Sale for of said Canada, & subscribed a Bill for paym^t^ for sd Land to sd Canada, he said Owen did shew in Court, how that this said Land is by act of sd Court settled upon the Children of John

Petty deceased; & therefore sd Widow desired this Court to free him from payment of that Bill, since he is hired from enjoyment of the Land; This Court considering the equalness of his desires, judge it meet that he do not pay or satisfy sd Bill, but that the Estate that is advantaged, or those persons who are advantaged by sd Lands bought of sd Canada, doe make what satisfaction yet remaines to be paid for sd Lands:

The Town of Suffield being presented to the County Court for defective bounds of the County Road between Windsor & Westfield, & it being alleadged in the Court by diverse Persons that a more or better Way may be Laid out between sd Towns: This Court being desirous to accomodate all passengers & Travellers have appointed Corpt Thomas Dewey, & John Root of Westfield, & Joseph Harman & Jonathan Winchell of Suffield to be a Committee to view the said places & to signify to the County Court the most accomodable place where this Road may be settled, & the said Committee to apply ye fellows to this worke as soone as may be, at least within a month; & that Thomas Dewey do appoint the time for this worke & the place of their meeting, & that they make a returne of their act to the next Court at Northampton, for the settlement of the same:

Martha Bement the Relict of Jno Bement of Enfield late deceased presented an Inventory of the Estate of her husband deceased, & made oath in Court that it is a true inventory of the Estate of her said Husband, & that if more Estate doe appear she will reveale it to the County Court: & this Court Grants power of administration upon said Estate to Martha sd Relict, together with Isaac Gleson to Joine with her; & the sd Relict says in Court & desires a Record to be made of it, that she accepts of this power, provided it doe not debar her of making a demand to my Thirds of her Husbands former or other Estate:

John Ponder of Westfield tooke the oath of the Constable in Court for the discharge of sd office in said Towne.

Samuel Bliss Senr of Springfield desiring of this Court freedome from military Trainings, this Court accepts his desires herein:

The Guardians or Overseers of the Children of Jno Smith of Hadley deceased & Intestate gave in to this Court an Instrument with consisting of three papers with some proposals for the further settlement of the Estate of sd deceased, therein shewing their distributing of said Estate to said Children, the said distributions are allowed of & confirmed by this Court. As also their proposals for the disposition & distribution of the Rents of said Estate that have been or may be gathered are approved of by this Court: all which are as follows. viz:

Some Proposals as to a further settlement of the Estate of Jno Smith deceased (which doth not state) & distribution of said Estate to Each of the Children & their particular portions, desiring this honoble Courts Confirmation accordingly:

Whereas an Inventory of the Estate of Jno Smith deceased was presented to the Court Sept: 26: 1676. which was then approved in Court & a settlement, Ordering & appointing Mary his Relict one 3d part of his moveable Estate, as her own proper right for ever, & one 3d part of the Lands during her natural life or widdowhood & the use of the whole Estate till the Children come to be of age for their bringing up, as also two 3ds of sd Estate (comprizing the whole of the Lands) to be distributed to the Children of the deceased, & Eldest Son to have a double Portion & the Rest of the Children to injoy as Coparteners. The total Sum of the aforesd Inventory amounted to 618lt 13s 4d as appears on Record Lib: 1st. Folio. 181. the work was managed by sd Relict for some time, & after by Peter Mountague, who Married her, who tooke of the Estate & Children in his Wives Right til she died, And then sd Children being in an orphan state, Said Mountague appeared in Court Sept: 28: 1680: Shewing himself desirous that Guardians might be appointed to take care of sd orphan Children & their Rights of their deceased fathers Estate, And then were appointed as Guardians aforementioned, Lt Samll Smith: Lt Philip Smith. Chirlie Smith & Samuel Partridge, to whom the sd Mountague resigned the Oversight of sd Children viz: four Sons & One Daughter, together with all the Lands belonging to sd Jno Smith deceased

amounting as they were valued to 352 lb, & in moveable Estate, 130 lb. 4 s 4 d the total 482 lb 5 s 2 d according to an accompt given in (by mutual consent of him & said Guardians) to the Court March: 29. 1682. & is the full of what Estate is left for the Children, either out of the original Inventory aforesaid, & by addition to it then approved of by sd Court, & is the ground of ye present Motion, viz: the distribution of said Sum of 482 lb. 4 s 4 d. to the Children as followeth; — only here we premise that Sam Smith one of said Children is deceased, & the distribution is now made to the four surviving Children as abovementioned.

To John Smith Eldest son to the deceased a double Portion, wch amounts to the Sum of 192 lb 18 s 00 d. wch shall be set out to him in Lands & moveable Estate: viz: In Lands to the Sum of 130 lb & in moveable Estate to the Sum of 62 lb 18 s 00 d wch two parts amounts to the Sum of: 192 lb 18 s 00 d as aforesd. The Several parcels of Land of Land wth their particular valuation wch makes up the Sum of 130 lb in Lands as aforesd is as followeth: viz.

One house & homestead Scituate wch in the bounds of the Township of Hadley apprized at 45 lb as it is bounded by Samuel Smiths homelot South, the homelot formerly Thomas Coleman Senr deceased North, the Town Street West, & the Land given to Jno Smith aforesd by his Grandfather Smith East; containing about half an acre wth all houses buildings edifices or other appurtenances wto forever. — One parcel of Land wth in the meadow comonly called Hocatnum containing by Estimation six acres two Roods & twenty nine Pole more or Lesse, being proportioned at five Roods to the acre, apprized at twenty six pounds, as it Lyes bounded by Land of Thomas Dickenson North East, & by Land of Samuel Porters Southwest, abutting upon the River. Northwest & South east, wch Land was bought of the Reverend mr John Russel. — One parcel of Land in the great meadow, in that Tract of it comonly called Plaine, containing one acre & twenty Seven Pole more or Lesse apprized at three pounds, as it Lyes bounded by Land of Philip Smiths West, & by the Land Inquirred for a Minister East, abutting on the high way South, & upon the ajoyning furlong North, this Lott was bought of Lt Philip Smith. — one parcel of Land in the most Northerly furlong, in the great meadow, containing five acres & two Roods more or Lesse apprized at twenty four pounds, as it Lyes bounded by Land of Samuel Smith West, & Land of John Dickensons East, abutting on the high way North, & the Land of Philip Smith aforementioned South, & was bought of sd Lt Philip Smith. — One parcel of Land in the great meadow, in that Tract comonly called Fourlorne containing three Acres more or Lesse, apprized at twelve Pounds, as it Lyes bounded by Land of Joseph Baldwin South & Land of Samuel Churches North, abutting at a high Way East, & the River West, wch Lot was bought of Sam Northam. — One parcel of Land on the West side the great River in meadow called Little Poquit, containing four acres & twenty Pole more or Lesse, apprized at twenty pounds, bounded by Land granted to Andrew Bacon Easterly, & Land of Thomas Stanley westerly, abutting on the River Southerly, & the bank Northerly, wch Lot was bought of John Hawkes. All wch Allotment are as followth,

	lb	s	d	
Housing & homestead at ..	45.	00.	00.	Total Sum in Lands 130 lb
a lot in Hocatnum at . . .	26.	00.	00	
a lot in the Plaine at . .	03.	00.	00	
a Lot in the North furlong . .	24.	00.	00	
a lot in the Fourlorne at . .	12.	00.	00	
a lot in Little Poquit at . .	20.	00.	00	

The Remaind of sd John Smiths Legacy or double Portion wch is sixty two pounds Eighteen shillings to be set out or delivered to him in Moveable Estate, also all or any other due or right of his deceased fathers in the Commons or wood lands wch in the bounds of the Township of Hadley, all which, both Lands wth their appurtenances & moveables to be to the sd Jno Smith Eldest son as aforesaid, & to his heirs for ever more.

To Joseph Smith 2d Son to the deceased his portion or Legacy amounting to Ninety six pounds nine shillings, wch shall be set out to him in Lands and moveables: viz: In Lands Eighty seven pounds, & in moveable estate nine pounds nine shillings: wch two parts makes the total Sum of his Portion aforesd, & is as followeth; In Lands the Several parcels wth their particular valuation are — One homelot Scituate wch in the bounds of the Township of Hatfield, Containing about four acres more or Lesse apprized at Eight pounds, as it lyes bounded by the houselot of Philip Russel Southerly, & by the house lot of Sam Mark Northerly, abutting upon ye Town Street Westerly, & upon the great River Easterly, wch was bought of Nathan ffoot. — One parcel of Land on the West side the great River in Hadley, containing four acres & three Roods more or Lesse apprized at Fifteen pounds, as it Lyes bounded by the Land of Thomas Stanley Northeast, & Land of Nathll Wards South West, abutting on the high way Southeast, & upon the River Northwest, wch Lot was bought of Jno Hawkes — One Parcel of Land, wch sometimes was Richard Montagues in great Poquit containing two acres two Roods & sixteen Pole more or Lesse apprized at Thirteen pounds, as it Lyes bounded by Land of Sam Porters Easterly, & Land of Jno Smiths deceased Westerly, abutting on the River Southerly, & a high way Northerly, wch Land was bought of Jno Hawkes. — One Parcel of Land in the meadow comonly called great Poquit on the West side the great River, as aforesd containing four acres three Roods & twenty Pole more or less apprized at twenty five pounds, as it Lyes bounded by the lot

aforementioned formerly Richard Mountagues lot Northeast, & Land of Timothy Nashes Southwest, abutting on the River Southeast, & on a high way Northwest, wch Land was bought of Lt Philip Smith. Also one Parcel of Land in great Pousit aforesd Containing three acres one Rood more or lesse apprized at twelve poundes, as it lyes bounded by Land of Samt Smiths Northeast & Land of Jno Barnard Southwest, abutting on an high way Southeast, & the River Northwest, wch Land was bought of William Pixsley — one Parcel of Land wch in the Township of Hatfield, in the great Meadow, in that Tract Comonly called Baghan, containing six acres more or lesse apprized at eight poundes, as it lies bounded by Land of Samt Billings South, & Land of Wm Scots North, abutting on an high way Westerly, & the River Easterly, wch Lot was bought of Jno Hawkes. — One Parcel of Swamp Land, wch in the bounds of the Township of Hatfield, containing eight acres more or lesse apprized at two poundes, bounded by Land of Richard Mortons North, & Land of Thomas Mrakins Junr deceased South, abutting East or West on the Upland or Comons, wch was bought of sayd John Hawkes. — all wch parcels of Land are as followeth.

	£	s	d
A home lot at	08.	00.	00
four acres three roodes in great Pousit	19.	00.	00.
Two acres two Roods & sixteen Pole Mountagues Lott at	13.	00.	00
Six acres in Baghan at	08.	00.	00.
three acres one Rood in grt Pousit	12.	00.	00.
Eight acres Swamp Land at	02	00.	00
	62	00.	00
five acres in great Pousit at	25.	00.	00
Sum Total in Lands.	87.	00.	00.

The remainder of sd Joseph Smiths Portion or Legacy wch is Nine poundes nine shillings to be set out & delivered to him in Moveable Estate, as also all or any particular or other Right of his deceased father wch in the bounds of the Township of Hatfield or Hadley on the West side the great River (except that Parcel of Land in little Pousit set out & delivered to Jno Smith aforesd) at wch both Lands & moveable Estate wch all their appurtenances, to be to the sd Joseph Smith 2d Son to the deceased as aforesd, & to his heirs for evermore

And whereas the Remainder of the Estate in Lands is wch in the Jurisdiction of Coniticot in the Township of Wrathersfield, as it is apprized amounting to the Sum of one hundred thirty five poundes: Out of wch Lands Benjamin Smith the Youngest Son must have his Portion, wch is Ninty Six poundes Nine shillings, also Marah Smith the daughter must have part of her Legacy or Portion there in said Lands at Wrathersfield or other good Pay equivalent, — as followeth,

To Benjamin Smith youngest Son to the deceased his Portion or Legacy, at Ninety six poundes Nine shillings as aforesd, to be set out to him of the Lands in Wrathersfield aforesd, he having the Liberty to have all the Lands in Wrathersfield of wch kind soever that were his fathers (Marah's Part or share of said Right, wch is so much Land, as thirty eight poundes Eleven shillings in Lands (according to the aforesd value upon the whole) will allow, being set out, And he paying therefore wch it is then worth (valued by Indifferent men mutually chosen) in good & Current pay, or set out to her of the Lands as before expressed.

To Marah Smith daughter to the deceased her Portion or Legacy at Ninety six poundes nine shillings, wch shall be paid & set out to her in Moveable Estate to the Sum of fifty seven poundes Eighteen shillings & out of the Lands at Wrathersfield thirty Eight poundes Eleven shillings, wch this Provisor, If Benjamin Smith he Cause to have her part of the Lands & make payment, as he is engaged, then she is to have what the Lands will allow in Current pay as above expressed, — but in Case he purchase it not, ye said Lands to be to her & her heirs for evermore, & so likewise the moveable Estate.

And whereas the Guardians or overseers to Jno Smiths deceasedes Estate & Children, have laid out thirty — poundes of sd Estate, for the bringing up of Marah, in her Infancy, they Intreate this Court's allowance of said Sum to be paid out of the Rents & Incomes that have been or may be gathered by the Improvement before the Children come to be of age to receive it, the remainder of Rents we hope to give account of, & propose that they may be divided to the Children as the other Estate is divided to ym, Each one having received his Legacy to have no part in said Lands for the future, & if any of sd Children dye, before they be of age to receive their aforesd Portions, ye Survivors to receive it, by division to ym as Copartners, all wch is presented to this honrd Courts Consideration, wch if they see meet to approve of or otherwise we submit, & remaine yrs Honrs humble Servants.

Sept: 27th: 1685:

Chidiah Smith
Samt Partridge:

The aforesd distributions of the Estate of Jno Smith of Hadley deceased, to his Surviving children, as also the Disposition & distributions of the present or future rents as above, were approved of & confirmed by this Court

attest Jno Holyoke Clerke:

An Inventory of the Estate of Jno Roberts late of Hadley deceased was presented to this Court, to wch Mr Samll Partrigg made oath before the Governor Symon Broadstreet Esqr in Boston that it is a true Inventory of the Estate of said deceased, & if more doe appear discovery should be made; & Nehemiah Dickinson appeared in this Court, & made oath, that it is a true Inventory of the Estate of sd deceased, & that if more do appear he will make discovery of it, & power of Administration upon sd Estate was granted to said Mr Samuell Partrigg & Nehemiah Dickenson by the said Honoured Governor & Major Jno Pynchon Esqr, they makeing a Return of their Administring & of sd Inventory to Hampshire Court, wch Inventory is on file wth the Records of this Court, & further said Jno Roberts deceased did before his death, being of sound Mind memorize his will that his Loving Cosn the above sd Nehemiah Dickenson should have his whole Estate, pay all his debts, wch wth the Inventory of his Estate was presented to this Court as testifyed by two sufficient testimonys wch are at the end of this Collos Acts.

Mr Samuel Partrigg haveing Wine, wch may be offul to Neighbors or otherwayes, this Court doth approve of his retailing it.

Mr Joseph Hawley of Northampton is also Licensed by this Court for the retailing strong drink, he not permitting the drinkeing of it in his house:

This Court doth earnestly desire Peter Tilton Esqr, & the three honoured Associates, viz: Capt Aaron Cooke Senr & Mr Samuel Partrigg to make thorow Enquiry to find out those Persons who made the Late Shot at the Indians at Hatfield, & to deale wth them as the merit of the Case may require, or bind them over to the County Court.

Jonathan Winchel & Joseph Hunt men of Suffield Administrators to the Estate of Geo: Jefferies deceased, brought into this Court an Inventory or Catalogue of debts to the value of twenty pounds ten shillings due to the sd estate to sundry persons, wch is on file wth the Courts Records, & this Court order that sd Catalogue of debts to be added with the original Inventory of sd estate, & the debts to be paid as in the next section.

The Widow Elizabeth Jefferies of the Town of Suffield being presented to this Court for Spending her time idlely, & for bad Language, & ill bringing up her Child undisposed of, wch misdeameanors are offensive to this Court, & therefore this Court being desirous to reforme such misdeameanors in said Jefferies, & to prevent em in others, do Judge meet that she be set forth to service, & being grieved for the sake of old age, or her elderly years, yet fearing it necessary for the Cure of the Person, God affording his grace, doe seriously Commend the Case of said Widow to the Select men of said Towne to put her forth or get her out a Servant & do order that they dispose of her Child for Education, as the Law [title Children] layes it of singular benefit to any Commonwealth. — And whereas further there is Information given unto this Court, concerning said Widow, viz: Concerning her being bare of Cloathing, & that she needes supply for cloathing, especially by reason of winter approaching, as also her Son, & it being alledged in Court that the moverables given in unto the Court in the Inventory of her husbands Estate, wch might have been for supply, are much wasted, this Court therefore do direct the Administrators, & do ord that the remaining moverables, be laid out for Cloathing for the widow Jefferys, & for the Boy, & that a third of ye Lands be to the Widow according to Law, & then to return to the said Son, & that the other two thirds of the Lands be for the payment of Debts, & the debts being paid, of wch there is Catalogue given in to this Court to the Sum of thirty pounds & one ten shillings, this Court doth determine that the remainder be divided into to Equal parts, & that the Son have a double Portion thereof, & that the daughters have their Portions.

Benjamin Knowlton presented to this Court an account of Charges for his keeping Sundry prisoners, & for Committments desiring the Court to order their Payment; this Court doth therefore desire the worshipfull Treasurer to satisfy him sd Knowlton 3 tt = 19 s = 03 d

Obadiah Cooley presented to this Court an Additional Inventory of the Estate of his father deceased, amounting to the Sum of Ett about Seventeen pounds, shewing also an Account to the Court of two hundred thirty seven pounds of the Moverable Estate given in in the first Inventory, after the daughters are paid their Portions, and after Legacys paid, that will be remaining to be yet disposed of, or divided, & Petitioning this Court, that in the division thereof he may be considered as the Eldest Son, & the other Brethren appearing also and alledging ye former agreement (allowed of by a former Court) to have an Equal division thereof amongst them, & this Court finding they did come to such an agreement, therefore for a ful Settlement of the Estate of sd deceased, this Court do order & determine Obadiah Cooley to have fifty pound of the undisposed Estate, & the other four Brethren to have the rest equally divided amongst them, wch is fifty pound ye price, & that Obadiah Cooley have the overplus if any; And if it appeare that the undivided Estate of Moverables doe not amount to the Sum given in, that they all cannot have their fifty pound a piece, the Court orders that then they al abate proportionably: The Court likewise determine that if ye be any difficulty of paying the Children of Henry Chapin their Legacys, that all the Brethren doe that equally amongst them: & if the Brethren through feuds cannot issue the division of the Estate, this Court doth then order Deacon Benjamin Parsons Rolland Thomas & Nathan Burt to attend the division of the Estate amongst them, both as to quantity & quality, & also that if any thing be paid in the Estate by one Brother more than another, that such be considered & allowed, & that the said men issued that also:

John Web Junr of Northampton being bound over by the worshipfull Major Jno Pynchon Esqr, for his appearance at this Court, to answer to his notorious Crime in abusing the little maide Mary Bennet in a shameful unclean way, & appearing in this Court, & being convicted of such shameful uncleanness, this Court being desirous to bear our Testimony agt such abominable fruites & issues of corrupt nature, & to restraine al other Persons (God affording his restraining Grace) that such or such like woful effects of Original sin in al Persons may not be Committed amongst us to the defiling the Land, this Court therefore have adjudged said John Web to be well whipped on the Naked body, with twenty Lashes well laid

on, & to bear al Charges wch are brought in to this Court. viz: Two pound five shillings & six pence, as in the Bill of Charges upon file, viz: one pound thirteen shillings & six pence to Benoni Stobbins, & twelve shillings to the other Persons as in said bill of Charges, the Execution of the punishment upon said John Web was performed, & John Web stand discharged of his bond

Mack Gregory one of the Robbers that were so troublsome & injurious to this County this Last Summer, appeared in this Court, & it being evident that divers Charges are to be satisfyed for by said Gregory, viz: thirty shillings to mr Delaliah Glover Jun.r, for the curing his wounded heads, and two pound twelve shillings to Tiber not King for sundry things stolen out of his house, & to divers other Persons their Charges, this Court being desirous to shew al encouragemt Clemency to said Gregory, have onely adjudged said Robber Mack Gregory to be sold for twelve pounds, to defray such charges or damages, as he hath occasioned wth his Complices to this Countrie, or any Persons in it

John Steward of Springfield presented to this Court an Inventory of the Estate of mr Patricke Cuningham deceased, who Lived in said Stewards house, & so brought his Estate unde his Roofe, & said Steward made oath that to the best of his knowledge, it is a true & right Inventory of the said deceased Estate, & that if more doe appear he will reveale it to the Court; & this Court grants power of Administration upon said Estate to Major John Pynchon Esqr & mr Samll Partridge & Jno Steward, & heaving Estate is unknowne, & whether Solvent or Insolvent no Person as yet can tell, this Court doth therefore Impower said Administrators to Comissioners, or any two of them to Act, as the Law directs: And Administrators & Comissioners accept of that power no further than they have discharges, according to the accounts they give of their Administration or Comission, & this Court Grants them to have five pounds in the hundred for Sales, & five pounds in the hundred for Returnes; & that if any Estate Remaine after debts be paid that they be satisfyed for any Journeys or Expences they are necessarily put to; & that the yet Remaining Estate, if any be, they give an account thereof to the Court for settling thereof to whom of Right it may belong. & the death of the said mr Patr: Cuningham, being a sudden death; a Jury was summoned to enquire into the cause of his sudden death. whose Returne is recorded at the end of this Courts Acts:

Whereas John Clarke of Springfield late deceased in his last sickness sent for John Pynchon Esqr & John Holyoke to write his will, & they being come to him in that his Last sickness, & attending to him in his disposing his estate, observed his mind to will his Estate from his Son John, they thereupon said to him, by his so doing he would occasion his said Son to come to the Town to maintaine, or words to this meaning & sense, & he replyed that he would so order it, that as Long as he had Estate, that his Son should not be Chargable to the Towne, or words to this meaning & sense, the speaking to wch thing howsoever it was overslipt the last Court at Springfield when his will was proved, this Court is Cause to take notice of, & Judge meet that the abovesaid persons, & Witnesses to said John Clarkes will, do make oath to wt they affirme that John Clarke deceased did say he would doe that his Son should not be Chargable to the Towne, & they the said John Pynchon Esqr & Jno Holyoke made oath accordingly; & this Court doth order this to be entred in the Records of this Court, & to be added wth the original will on file wth the County Court Records:

James Osborne & Samuel Osborne the Sons of James Osborn of Springfield deceased appeared both of them in this Court, presenting for a Mutual agreement of the dividing of the Estate of their father deceased, viz: they mutually agreed that the Land should be equally divided between them both. James Osborne to have the one half, & Samuel Osborne to have the other half, & they desired the Court to settle said Agreement of thirds; And this Court taking Notice that said James Osborne the Elder Brother hath already disposed of something of the Estate of their father, they doe approve of & Confirme their agreement aforesd, & the Court doth order & appoint Quarterm.r George Coulton & Nathanll Burt Senr to see to the equal division of the Land betwixt the said James & Samuel Osbornes: & this Court do Cause to deny the said James Osborne Liberty to dispose of any of his Land without the allowance of the County Court or the Selectmen of the Towne of Springfield:

Benjamin Knowlton is allowed to be the Keeper of the Prison house & to have the priviledges thereof:

The Grandjury presenting the Constables of Springfield for want of weights & measures for said Town and it being allowed they had no warrant from the County Treasurer for their procuring them, so they said Constables were discharged.

Major John Pynchon Esqr in open Court the widow Mary Parsons being present said to her the said Widow, that when he said her husband Cornet Joseph Parsons, the Land & house that sometime was Timothy Cooper of Springfield, he said Major Pynchon told said Parsons, that he did not, nor Could, & would not sell the Goodwife Cooper's thirds, the Relict of Timothy her thirds, but expresly excepted it in so many words, & said he:

would have it mentioned in the deed, that he sold not widow Cooper her thirds, & that Joseph Parsons said, you need not mention the excepting of thirds, for it be not expressed they are sold because the Law gives the Woman, her thirds, & so said Major Pynchon considering w^t he said, did not put that exception in the Deed. Also the Clerke of this Co^rt being at sd Major Pynchon his house, wth sd Parsons was upon the purchase of the premises, says that he wot so mumbles their discourse about giving a sum of Money for the sd thirds of the premises. — Moreover the said Major Pynchon declared in Co^rt, that after he had given sd Joseph Parsons the Deed, he sd Parsons desired the said Major Pynchon to buy out Widow Coopers thirds, & what ever he gave or it cost, he would repay it to sd Major Pynchon, & further that sd Parsons offered said Major Pynchon ~~ff~~ twenty pounds to clear the thirds, wch he refused, not knowing, but that it might cost more, & further said Major Pynchon said, that Timo: Coopers widow being in trouble respecting her husbands g^t debt to said Major Pynchon, that he gave her a discharge of her husbands debt to him, upon the Acc^t of Joseph Parsons his earnest desire, that sd Major Pynchon would procure his freedome of Intanglem^ts, respecting thirds; & bec: Joseph Parsons had offered him twenty pounds for it, but he demanded more, & expected twenty five pounds in money & he told sd Widow Parsons in open Co^rt he would take his time to sue for it, or recover it, If she did not comply with him, & desired this thus to be recorded.

Sam^ll Stebbins of Northampton being p^sented to this Co^rt for selling strong drinke contrary to Law, Informers Jno King & Tho: Bascomb, this Co^rt orders that he be cited to the next Countie Co^rt to answer to his p^sentment, Informers to be also cited

The Inquest made upon the sudden death of m^r Patricke Cuningham p^sented to this Co^rt, is as follows:

Sept: 12: 1685:

The Jury that enquired into the Cause of m^r Patricke Cuningham's death are as in the Margent

John Allis
James Warriner
Sam^ll Terry.
Thomas Miller
Ephraim Colton
Thomas Gilbert.
Miles Morgan.
Sam^ll Belcher:
Jno Norton.
Henry Gilbert.
Jno Hitchcocke.
Sam^ll Glover

Being sworn and to enquire Into the Cause of m^r Patricke Cuningham's sudden death, & hearing the declaration of Fargus Mackdowell his Countryman, who was p^sent wth him in the Boate, when sd Patrick Cuningham fell out of the boate, the Jury abovenamed for Judge & determined, that as far as yet to them appeareth, the sd Cuningham by the absolute providence of God, wth out any Instrumental Cause from or by any man fell out of the boate, & was drowned,

The persons abovementioned, being all sworne gave in upon oath their Verdict, as above written, this 12th of September: 1685: Before me

John Pynchon Assist:

Whereas Jno Roberts sometime of Hadley died Intestate, & it being affirmed that he hath no freinds & Relations living in this Country, & the Inventory of his Estate small & of little value, as to free Estate, debts being paid, & it appearing two sufficient testimonies that testify sd Roberts a little before his death (being of sound mind) did say, that he left his whole Estate to his Loud Lord Nehemiah Bickenson, to take al & pay al his debts, & the Inventory of his Estate being p^sented to the Honble m^r Symon Broadstreet Governor & Jno Pynchon Esq^rs one of the Assistants of this Colony, they granted power of administration upon sd Roberts deceased his Estate unto Nehemiah Bickenson of Hadley aforementioned & unto Sam^ll Partridge who p^sented this Inventory as aforesd, they making Return of their doministring upon sd Estate, & give an account thereof to the next Countie Co^rt In Hampshire & sd Inventory, & what is done upon it to be entred & recorded Into the Countie Co^rts Records In Hampshire, all wch is attested by Sam^ll Partridge Record^r, & was p^sent wth said worthy Gentlemen, wch they granted as aforesaid:

Samuel Partridge Clerke

May: 30. 1685:

This transcribed from the paper given in wth the original Inventory of said Roberts p^sented to this Co^rt

attests Jno Holyoke Clerke.

Also John Strong did give in to this Co^rt a bill of Charges for divers things done by him for m^r Cuningham never yet brought to account, amounting to the sum of twenty eight pounds thirteen shillings & eight pence, wch is on file, for wch he demands pay, & this Co^rt respites the consideration of it & satisfaction for it.

8 — 12^d.
28. 13. 8.
29. 5. 8

At a Countie Courte holden at Northampton
March. 30th. 1686.

Where were pſent for the holding of this Courte, viz:
The Worpll Peter Tilton Esqr One of the Assistants of this Jurisdiction
and
Leiut William Clarke
Capt Aaron Cooke Senr.
Samuel Partridge
} Associates

The Jurors were
Mr Joseph Hawley
Quartermr Colton
Deacon Burt.
Lt Maudsley
John Clarke
Ebenezer Strong
Nathll Dickonson
Joseph Belknap
Thomas Wells
Nathanll White
Jonatha Winchol
Isaac Gleason

The Jurors allowed that ye had taken the Grand jurors oath, before the worpll Assistants resid in this Countie, & as to the oath for Trials they took it before this Court

Capt William Lewis Plaintiffe ꝑ Contra Thomas Spencer of Suffield Defendant, in an Action of the Case for that the said Spencer hath taken up a Mare Colt of sd Capt Lewis, & branding Improving & Selling sd Beast, to the Loſſe of the increaſe of sd Beast, & by damaged sd Plaintiffe to the ful value of twenty pounds according to Attachmt, Entry money to be pd to ye Treasurr 10s

In the Action depending in Courte wn in Capt Lewis was Plt. & Thomas Spencer is Defendt, The Testimonys & Evidences in the Caſe being produced & read in Coute & Comitted to the Jury, they brought in their Verdict that they find for the Defendant Costs of Coute, as ꝑ Bil allowed at fiftren shillings.

The Administrators to the Estate of Joseph Parsons Senr deceaſed, viz. Widow Mary Parsons Relict to sd Parsons & Joseph Parsons Junr, & John Parsons Administrators as aforesd Plaintiffe & Major John Pynchon Esqr Defendt, in an Action of the Case for neglect of Securing & defending said Administrators Right to certaine Land in Springfield according to a Deed under his hand & Seale, in wch sd Administrators are molested by a Writt of Dowry to the Relict of Leiut Tho: Cooper alias mr Clarke, al according to Attachmt: Entry money. 10s.

In the Action depending in Coute, between Widow Parsons Joseph Parsons Jno Parsons Plt. ꝑ contra Major John Pynchon Esqr Defendt, the Testimonys & Evidences in the Caſe being produced & read in Coute, & comitted to the Jury they brought in their verdict, that they find for the Defendts Costs of Coute as ꝑ Bill allowed 00. 17s. 00d.

John Merrey of Northfield being accused wth unlawful or Felloniou taking away a horſe of Samll Thompsons of Farmington, wch was fully proved to be the said Thompsons, & the sd Merrey giving no good account of his obtaining sd horſe, in a Lawful way, & by Sevral Circumstances it appears that said John Merrey hath taken said horſe unlawfully or Feloniouſly, This Courte judge meet that Merrey deliver up sd horse to sd Owner, as also to pay whatsoever Charges, the Owner of sd horſe hath been out upon that account, and as to his misdemeanor aforesd, it being a vile practice & tending to much evil & sin, wch the said John Merrey hath been much suspected of for, & in this caſe deeply guilty off; This Courte adiudge said John Merrey to be wel whipt, on the naked body, wth fiftren stripes wel laid on.

Cornelius Merrey of Northfield having been Complained of by the pple of sd Place to Jno worpll Peter Tilton Esqr, for Sevral abusive carriages & prophane & abominable speeches agt his wife & other Persons, threatning to do them mischeife, & harme, wiſhing the Devil had ꝑ her, & tooth & by flingring her down, calling his wife whore, & not more fitt for a Church member than an Indian, & dealing in such abusive manner towards her, that she declares her selfe affraid of her life, as also many prophane & Calumnious Speeches agt the people of God, saying they were a Company of Rogues, & he should be many of them fetter to hol before Sumer gute, & he would help to send ym thither; Upon wch the Worship Peter Tilton Esqr a foresd, bound him over to this Courte in a bond of thirtie pound, & to his good behavior in the mean time; in stead of wch sd Merrey hath ni & vndr his bond, a foresd practised in his Rage & violent Speeches to his wife & others — selling Liquors to Indians, as is concluded, & himselfe being drunke, & now comming before this Courte (though at sometimes seeming as though he repented & was penitent for those vile offences, yet at other tymes) in open Court vilifying Authorities, deriding at the Laws of this Governmt, saying they were little worth, & officers, as Constables, saying he cared not for as many Constables as you would &c:

The which this Court Looke upon as a great abuse, & therfore to give due testimony ag^t such vicious crimes & notorious high handed boldnes & impudency, doe adiudge ye sd Cornelius Merrey to be well whipt on the naked body wth fiftteen stripes severely Laid on, & he forthw^th sent down to ye house of Correction, & have the order of said house according to Law, & there abide the pleasure of this Court, or as the Worship^ll Major Jno Pynchon & Peter Tilton Esq^rs shal appoint, as also declare his Thirty pounds bond to be forfeited to the Countie treasurie, And that his wife have the ofr of it for the pfit

Peter Tilton Esqr is chosen Countie treasurer for the year 1686

Suffield Road

Cornet Dewey & those appointed wth him to Lay out a way the best for advantage to Stoney River (alias Suffield) & so beyond Lipstave Swamp toward Windsor more Southwesterly, although a mile further, yet they affirming, it is a good Way & have markt Trees in it, of wch this Court approve, it being to be Laid out ten Rod in Breadth.

John Shelding sworne Constable for Deerfield.

Elisk Kibby being Sumond to this Court in an action of the Case & his Estate Attached & seized for his appearance by Nath^ll Bythil of Windsor, who gave in Bond to prosecute, & yet not appearing at sd Co^rt to pfecute, & said Kibby appearing in Co^rt & none to prosecute, was allowed his Charges, viz Thirteen shillings, as p his Bill, wch is to be payd out of the Estate in Securitie or by the Surties, the bond being declared forfeited: Execution issued forth for ye Charges.

Sam^ll Clarke tooke the oath of a Constable for the Town of Northampton.

Sam^ll Kent of Suffield being bound over to this Co^rt, for raising or abetting a Mutinous & Riotous Behaviour at Suffield, & himselfe very much active in such Carriages, besides several unworthy speeches, as in an high & violent manner, saying, that all Persons might vote at the Town Meeting, in Choice of Townsmen & Constables &c. that the Lawes of this Government some of them were not worth a Chip, & being pfent wth them was a tumult & disord^r in the Town Meeting, abettings said non voters & saying they might vote; which offences & Evil Carriages & speeches, this Co^rt adiudge high abusive Carriages, tending to breaking of Order, & in reallity a breach of Law, & grievous violation of his Religious Oye wch is upon him have adiudged the sayd Kent to pay as a fine to the Countie treasurer the full Sum of five pounds, & Charges of Witnesses & other wayes, the money to be payd forthw^th, or to give good Securitie

Peter Rhor being bound over to this Co^rt, for being One that hath been a disturber of the Peace at Suffield, by the Worship^ll Major Jno Pynchon Esqr, & wch by several testimonys appearing, & accusing him wth opprobrious speeches, & violent Carriages & voking for Townsmen & Constable in a Publique Town Meeting, which he hath no Liberty in Law so to doe, to ye great disturbance of the Peace & Grief of the Moderator of sd Meeting, in so much as he wth drew out of his Place, & sd Rhor was so bold as to supply & Occupy in his Place, besides an abett of an evil Spirit ag^t ye Minister of the Place, wch this Co^rt Judge, his Carriage to be high handed Rebellion, & tending to Confusion, & very evil thing, & wch this Co^rt Considering have adiudged the sd Peter Rhor to pay as a fine to the County treasurie five pounds & Charges of Witnesses & other wayes.

Whereas Complaint is made to this Co^rt by some principle inhabitant of the Town of Suffield, that at a Town Meeting lately held in said Town there was great Confusion, & disorder by reason of the some disturbers & molesters of that worke, of wch this Co^rt is Sensible, in as much as several of sd disturbers were brought before this Co^rt & found guilty of sd disturbance, whereupon this Co^rt declare said Meeting & all acts then performed about choice of Townsmen & Constables & other officers to be Nul void & of none effect, & do further appoint Leiut Austin & George Norton at some Convenient time wth as much Speed as may be, viz. on the Second day of the next weeke, to warne the Town to Assemble, & all Voters are required then to appear at sd Meeting, & to give in their Votes for Selectmen & Constable & other officers carefull, & those Persons that have the choice to the aforesd offices to be so accounted & obeyed as in their respective places they are called to officiate & so to remaine for the year ensuing, & til others be chosen.

George Nortons Bill of charges allowed as p Bill twenty Eight shillings.

Samuell Boltwood p^sented to this Co^rt an additional Inventory to his father Robert Boltwood deceased Estate, wch was accepted in Case he duly proved the debts that he payd ye, & were due debts, & that done before the Worship^ll Peter Tilton Esqr to his Satisfaction:

In Consideration of a Ferry between Northampton & Hadley this Co^rt have appointed Deacon Pomeroy & Jonathan Hunt of Northampton & aforesd, & Capt Aaron Cooke Junr & Sam^ll Porter Senr of Hadley to agree wth some meete Person about the Ferry aforesd to keep for such allowance and Immunities as the Law allowes:

David Winchel of Suffield being bound over to this Co^rt by the worship^ll Major Pynchon Esqr for Scurrilous Speeches reflecting upon Mr Young Coor, saying he Spake of an Officer last Sabbath, if it must be Searched, but he doth not Love to come to it, he Spake of one in debt unwilling to come to the books, & so it is wth him, he doth not Love to come to the books, & otherwise reflecting upon him wth respect to his Ministry, & being usually abetting such kind of Persons; also at a Town meeting, p^ffering on the choice of a Constable contrary to the mind of the Towne, & falsifiering in it, this Co^rt therefore judge meet to fine him four pounds to the Countie Treasury, & to pay Co^rts Charges of Witnesses & or otherwise

Ed^wd Burlison of Suffeild having been bound over to this Co^rt for being a disturber & molester of the peace at a Town meeting, abetting others & voting himselfe contrary to Law, & professing he would do it, although it Cost him five pounds, for wch disturbing & abusive Carriages tending to the breakeing of al good order & disturbing the peace, for wch this Co^rt Judge meet, the pay as a fine to the Countie five pounds & Co^rts Charges.

Whereas Cornelius Metreys Sentence is to be forth wth sent to the house of Correction, & there to abide the Co^rts pleasure, wch is at p^ffent respited, & he hath Liberty to goe home to his wife, & be under the oversight of the Constable of Northfeild, & Benja: Palmer, who upon observation of his misbehaviour himselfe in the like manner, as he hath done towards his wife, or other Persons either in actions or Speeches, they are desired & required forth wth to bring him downe to Hadley before ye Worship full Peter Tilton Esqr, & by him his forth wth to be sent to the house of Correction at Springfeild, y^e to receive & pay according to the orders of Imprisonment & house of correction, there to abide the Co^rts pleasure, as also he now acknowledged him bound in a bond of ten pounds (besides the aforesd bond wch is forfeited) for his good behaviour ab aforesd, & to pay al Charges, viz: to Jno Lyman 2^s. To John Clary 8^s. To Micah Mudge, 6^s. To Ralph Hutchison, 5^s To Robert Lyman, 5^s. To Sam^ll Marshal Constable 16^s To Sam^ll Clarke Constable 2^s. Clerks fees. 3^s.

Mr Samuel Marshfeild p^ffented an account of the distribution of the Estate of John Bagg, wch is ordered to be Entred on Record.

Mr Samuel Ely licenced to keep Ordinary & Sell Liquors keeping good order in his house

A Committee ordered to Lay out a high way in Northampton for Several of said Inhabitants, & they make ^in^ Returne of their worke upon that order, wch this Co^rt allowes & approves of, wth this provisor, that those who are the Constant Occupiers of sd high Way, doe pay for ye Land, sd high way runs through to the proprietors of it, & Charge of Laying it out as aforesd, wch is as p^ff bill, to Mr Hawley, 2^s, & to James Wright, 1^s. 6^d. Judah Wright, 1^s. 6^d. John Bridgman, 1^s 6^d Joseph Parsons. 1^s 6^d

Joseph Ashley of Springfeild being bound over to this Co^rt, for that he was accused for committing fornication by Deborah Miller & wth her, wch said Joseph & Deborah upon Examination by the Worship^ll Major Jno Pynchon Esqr was found guilty of said Sin by their own acknowledgment, & wch will bring a growing evil, & provoking abomination in the sight of God, & grief to al good Men, & this Co^rt to bear due testimony at^t such growing Evils, therefore doe adiudge sd Joseph Ashley to pay as a fine to the Countie Six pounds, & to the child & maintainance for it according to Law, that to be respited to the next Co^rt at Springfeild, & Deborah Miller to pay as a fine to the Countie four pounds, & Clerkes fees.

Several armed Souldiers wth their horses & furniture, in June: 30: 1685. sent at^t the Robbers at Westfeild, bringing ^m^ their bills at two dayes apiece in that Service were allowed, for Sixteen men out of Northampton at two shillings & six pence p^ff day wch is four pounds; For Eleven men that went from Hadley, at 2^s 6^d p^ff day. 2. day apiece, two pound fifteen shillings for Seventeen men from Hatfeild, two dayes apiece, at 2^s. 6^d p^ff day, four pound five shillings. for twenty eight men from Westfeild two dayes apiece at 2^s 6^d p^ff day, Seven pounds. for ferriage of Eleven horses over & backe at one shilling p^ff horse. Eleven shillings. To Lieut. Mandsley for Charges & expences in his house & lameing his horse, & keeping the Prisoners three pounds; For Eighteen men from Springfeild, two dayes apiece at 2^s 6^d p^ff day, four pound ten shillings: wch was allowed to be p^d out of the Countie Treasury, & whereas al the aforesd Souldiers

Souldiers had three meales a price from the Inhabitants of Westfield, who are allowed four-pence p meale, viz: one shilling p Souldiers to them that Entertained them; these debts to be payd at Towne price, & not at Country price.

Cyrus mr Russels Negro being bound over to this Corte by the Worship[ll] Peter Tilton Esq[r] & his examination before sd mr Tilton read in Corte, & it appearing sd Negro hath driven a great practice of evil wth Indians in trading & misspending his masters time, & violent & vehement Carriage in his Masters house & contrary to their Comands, as also by his violence & deceitfulness amongst the Indians, giving them occasion to Complaine, this Corte have adjudged sd Negro to be well whipt on the naked body, wth fifteen stripes at Hadley on the next Lecture day there, or to pay as a fine to the County Treasury fifty shillings, w[ch] is at the disposse of the Worsh[ll] Peter Tilton Esq[r], to satisfy said Indians wth part of it, as he shal judge meet, & the remainder to returne to the Countiers use.

mr[s] Abigail Chauncey relict to the Revd mr Nathaniel Chauncey deceased exhibited to this Corte an Inventory of the Estate of her late Husband, which is on file with the Records of this Corte: to w[ch] she made oath, & power of Administration upon the Estate is granted to said Widdow Abigail Chauncey, & to her Brother Thomas Strong, & Ebenezer Strong, & Samll Partridge, & as to the Settlem[t] of the Estate it is as followeth: The Inventory of the Estate of mr Nathaniel Chauncey deceased, amounts to four hundred seventy Eight pounds fourteen shillings & four pence, out of w[ch] deduct the debts, w[ch] is forty six pounds nine shillings & two pence & there remaines, four hundred thirty two pounds five shillings & two pence ——— Now whereas mr Israel Chauncey of Stratford hath freely offered to take care to bring up the said Son of his deceased Brother, to Learning, wth this proviso, he may have the use of the Library w[ch] was his Brothers till said child come to be of age, & gave his advice that then said Son might have the library as his own for ever, & he engages to secure them for him; & in case by his own death or otherwise y[e] designe be obstructed, & put off, y[e] to returne sd Library wth the child to be the said childs for the Ends aforesd. ——— And as to mr[s] Chauncey's Right, & what may be meet, as to allowance for her & the remaind[r] of the said Children, w[ch] are a Son to wit, the Eldest, & three Daughters, who are at young & to bring up, & she in a Widowhood helpless condition; We propose that the remainder of the Estate, w[ch] is in an house & home lot at Hatfield, & other moveable Estate, to the value of three hundred forty seven pounds, one shilling & five pence, might at p[sent] be managed by the Administrators, for the Comfortable maintainance of mr[s] Chauncey & the aboves children, while she remaines in her Widowhood condition & they under age: And Case of Marriage, to have one Third part of the Last aforementioned Sum, at her owne free & absolute disposse for ever, or of the remainder of it in Case it wastes or Comes to damage, & the remaining two thirds to be divided to the Eldest Son & the three daughters: & the Eldest Son to have his double Portion out of the house & home lot, & what it comes to more than his Portion, to pay it out to help to make up the daughters Portions, in w[ch] the Eldest Son is come to age to have a double Portion & the daughters to Enjoy as Coparten[rs], & in Case any of these children dye before of age, the Survi[vors] to have their share divided among y[m] according to proportion; the second Sons Portion is to returne to the Estate in Case he dye as aforesd: Thus it is to be divided in Case the Children come to be of age before her Marriage, or she decease,

The aboves d is allowed by this Corte as a Settlem[t] of the Estate of the Reverend mr Nathaniel Chauncey deceased:

Upon the Petition of the Reverend mr Peleatiah Glover to this Corte for a abatem[t] of the price that was by him Engaged to the Countie for Mark Gregory a Robber sold to him at Ten pounds, viz. he Petitioning for abatem[t] as aforesd, sd Mark Gregory proving very sickly, & ontoward, this Corte therefore agree to abate the Revd mr Glover aforesd fifty shillings of the price for sd Gregory, so that two pounds ten shilling is to be returned to y[e] Revd mr Glover out of the Treasurie in this Countie in way of abatem[t] as aforesd.

Alexand[r] Allord fined for Military trainings in Northampton:

Nathaniel Dickenson Administrator to the Estate of Joseph Gillit deceased, presented an additional Inventory to the Estate of Joseph Gillit, w[ch] is on file & to be added wth the Original, in Folio: 173. foregoing: the Settlem[t] follows. ——— Where as the Original Inventory of his Estate amounted to ten pound nine shillings in Moveable Estate, & y[e] Lands unprized, w[ch] now are apprized by Joseph Barnard & Thomas Wels at Sixty three pounds

pounds: the aforesd ten pounds nine shillings the Children being Small & to bring up it was spent & ofd in their Service & payment of Debts, since wch sd Relict or Widow was Married to Nathaniel Dickenson, & soone after dyed, upon wch account the care of the Estate and Children was Left to him, & now the Children most of them of age to receive Portions, & no Settlement yet made, he now presenting an additional Inventory about Seventeen pound Eight shillings, & sd Nathaniel Dickenson shewing himselfe faithfull to his Trust, as also to settle sd Children in some Comfortable way, & in Special that the Sons might have the Lands at Deerfield presented sevrall Particulars of moveable Estate, wch by marriage wth his wife were in reality her owne, & so his own Estate, yet it being partly in her Cloathes & other things Suitable for her daughters, freely cast in said Particulars to the Sum of Seventeen pounds Eight shillings as aforesd, & desires that distribution might be made upon the whole amongst the Children, & there being four Sons & two daughters, & Estate to the Sum of Eighty Pounds Eight shillings, wch divided into seven parts, is Eleven pounds Eight Shillings & Six pence apiece, the Eldest Son to have a double part: viz: Twenty two pounds Seventeen shillings; the Homelot that was his fathers, to be part of the Eldest Sons Portion, & the Remainder in Lands, & the Remainder of the Lands to be divided to the other three Sons, Except what is to make up the Daughters Portions, wch the Eldest Son aforesd is to make paiment to the Daughters, or set them out so much Land, & Joseph Gillet the Eldest Son to have the whole of the Lands for his life, til his Brothers come to be of age, & the sd Nathaniel Dickenson Joseph Barnard & Tho: Wells to make this Division, as may be most Convenient for them, & said Nathanl Dickenson is released his Administratorship, or any further trouble or Care about said Estate:

Isaac Sheldon Senr Samll Bartlet Thomas Bascomb John Parsons Jonathan Parsons Wm Southwell, Ebenezer Wright all & every of them stand jointly & Sevrally bound to the County Treasure in Hampshire Jn the Sum of five Pounds in Money, that whereas John Matty was liable to a Sentence of whipping to be forthwth executed upon him (the wch this Court have Respited unto this day for Enquiry in Northampton, & then to be executed upon him) Except he give further Satisfaction to the Worshipfull Esqr Tilton Esqr of his Lawfull buying said horse, the fraudulency of getting said horse into his Custody, the ground & reason of his Sentence, & in case he then not appear said Sureties hereby Engage to pay sd Sum aforesd to the Treasurer. — To this the aboves Sureties engage themselves before the Court.

The Settlement of the Estate of John Ingersol decease,

The Total Sum of the Inventory of the Estate of John Ingersol in the original amounted to two hundred forty four pounds & fourteen shillings, out of which the debts amounts to fourteen pounds Nine shillings & four pence, wch be deducted out of the moveable Estate, wch is one hundred Nineteen pounds fourteen shillings, Leaves of Moveables One hundred five pounds four shillings & Eight pence: Out of the aboves Estate the Widow or Relict is to have by agreement, out of the Lands & house wch are One hundred twenty five pounds, viz: One half wch is Sixty two pounds ten shillings, & out of the moveable Estate, one third part, wch is thirty five pounds one shillings & six pence, In all Ninety seven pounds Eleven shillings & six pence, to be to her for the term of her natural life, & to be in Reversion for her Children, wch are five, her Eldest Son to have a double Portion, & the other Children to Enjoy as Copartners, & if any of them dye before of age to receive their shares, then their shares to be divided amongst the survivers by proportion as aboves — The remainder of the Estate wch is One hundred Seventeen pounds thirteen shillings & two pence: Out of wch Dorothy a Daughter that is married, & had a promise of twenty pounds by her father before Marriage, of wch in his life time she received five pounds, the Remainder wch is fifteen pounds, to be deducted out of the aboves sum, wch leaves, One hundred two Pounds thirteen shillings & two pence, the wch is to be divided & disposed as followeth amongst all the sd Ingersol's Children, Except Dorothy (that hath Portion as aforesd) which are in number twelve, To his Eldest Son by the first wife a double Portion, viz: fourteen pounds, & the Rest to Enjoy as Copartners seven Pounds apiece, the Sons to have the Lands as much as may be in this division, & the aboves Reversion of Estate; & the Administrators to see to the Division according to the Tenour of the aboves: & whereas there is besides the aboves Division

about —

about Eleven pounds fourteen shillings undivided, wch is allowed towards some goods vsed for cloathing the family soone after his death, & some remainder of Debts, &c: wch is allowed to the Administrators for that End; & his was approved of as a settlem^t of the Estate of John Ingersol by this Corte as attests Sam^ll Partridge Clerke:

An Inventory of the Estate of Dan^ll Alexander deceased was p^sented to this Corte taken by Anthony Dashiner Clerk of the Writs in Suffield, the Estate being small & Lyeing a broade ingathered, & this Corte appointed George Alexander father & John Alexander Brother to the deceased to administer upon said Estate & give account of it in order to payem^t of Debts & further disposall as the Corte shal judge meete:

Presentments brought in Corte, march. 30th: 1686.

The Towns of { Springfield, Northampton, Enfield, Suffield, Deerfield, Hatfield, Hadley } All those towne were p^sented for want of Pulleys of Bricks to be called next Court at Springfield:

All the p^sentm^ts to be Summoned to Springfield Corte next: } Also Widow Killam of Enfield for breaking the Sabbath, & for Lascivious Carriages, in that she was found upon the bed under the bed Coaths wth a man who was a Stranger upon the Sabbath day morning, about a month since, & testimonys to this: John Fisher Dan^ll Collins & Elizabeth Fernam to be called next Corte at Springfield:

Fear not King of Westfield of Westfield p^sented for striking James Sexton of Westfield Several blows attests Mary William Hannah Sexton, James Sexton, to be called next Corte at Springfield:

Sam^ll Ely of Springfield p^sented for selling of Rhum for eight pence ye half pint, especially such Rhum as by Several hath been judged to have half water put in to it as attests Sam^ll Ball Tho: Bigues James Mun Charles Ferry, at wch Thomas Bigues Ingaged to prove, & his also to be Summoned to the next Corte at Springfield:

Mindwel Pomery Relict to Jno Pomery deceased p^sented to this Corte an Inventory of ye Estate of her sd Husband to wch she made oath, & is on file & Power of administration upo sd Estate is granted unto sd Widow & to Deacon Pomery & Isaac Shelding Sonne: ═ the act of this Corte for the Settlem^t of ye Estate of Francis Pepper deceased, Before in pa. 112. at the bottome of said page: So ye marke #

At the County Corte or Corte of Pleas & Sessions of the Peace holden at Springfield. Sept: 28: 1686:

For the holding of this Corte of Pleas or Sessions of the Peace there were p^sent, the Worship^ll John Pynchon Esqr one of the honor^ed members of his maj^ties Council in the Territory of New England & the Worship^ll m^r Peter Tilton & ye Worp^ll m^r William Clarke Justices of the Peace, in Hampshire, who were Impowered by the Honor^ed President & Council of his maj^ties Territory & Dominion in New England for the keeping of the Countie Cortes or Sessions of the Peace in Hampshire, as by an order of the sd President & Council produced in Corte doth appeare, Jno Pynchon Esqr being approved & appointed by said Honor^ed Council as Judge of said Corte:

The Jurors were.
Samuel Loomis.
Rolland Thomas
Samuel Terry Senr.
Joseph Stebbins
Josias Leonard
Jedidiah Strong.
Preserved Clap
Francis Barnard.
Samuel Bolwood.
Thomas Noble
Daniel White
Edward Allin
William Pritchard
John Pease Junr.

Samuel Terry & Jose: Stebbins Excepted ag^st & put by in Charles Ferry his Cafe.

Jose: Stebbins & Sam^ll Bolwood excepted ag^st & put by in Wm Lewis his Cafe:

John Pynchon of Springfield in Hampshire Esqr being Plaintiffe at a County Corte held at Northampton within Countie on the 30th Day of March 1680. ag^st Richard Excell Late of sd Springfield Defend^t & having obtained a judgm^t of sd Corte for the Recovery of the debt sued for, viz: Sixteen poundes Seven shillings, & the Costs of sd Corte viz: one Pound three shillings & four pence, & not having Executed on the Estate of sd Richard Excell, those Plaintiffe Jno Pynchon Esqr Entered in this Court his Writ of Scire facias, having Left a Coppy of his Scire facias at the house of sd Richard Excell in Springfield, & sd the best meanes to send the said defendant word, that such a writte is gone forth, & that he should appear to defend his Cafe, and the said Richard Excell or any Person in his Behalfe not appearing in this Corte: & his Corte therefore allowes & approves that Execution be made on the Estate of said Richard Excell to the Sum of Seven pounds Nine shillings to satisfy to John Pynchon Esquire the remaining part of his due fro sd Richd Excell, wth Costs of said for=

=m^ed

mer Corte, & the Costs of this Scire facias in this Corte, according to the Judgmt passed in this Corte
the Costs of this Scire facias & bill allowed of, and Eight shillings & eight pence:

Whereas at a Countie Corte held at Northampton, march 25: 1684. mr Richard Buckley of Boston in New England Merchant was Plaintiffe, by his Attorney agst mr George Keith sometime of Hadley merchant Defendant in an action of the Case of Debt to the sum of one hundred & five Poundes in Currant money of New England, & recovered & obtained a Judgmt of said Corte agst sd George Keith Defendt, to the sum aforesd & costs of said Corte to ffum of one pound ten shillings & six pence, & said Plaintiffe not having Executed upon the Estate of sd mr George Keith, except some smal matter wch was taken by a formr Execution, & Returne made thereof to the Clerke of sd Corte; Now the Plaintiffe by his Attorney Sueth out by a Writ of Scire facias for further Execution according to sd Judgmt, hiering published the Writ of Scire facias in the Severall towns, & to Several Persons of this County Concerned wth sd Keiths Estate, & given warning for their appearance, to shew Cause (if any) why the Plaintiffe mr Richard Buckley by his Attourney should not have Execution agst him upon his Estate, for Satisfaction of the fourse Debt & costs of Corte formerly granted & allowed as aforesd, or what of it remaines unpaid to him. wch as pr sd is the Corte is one hundred five pound fiftien shillings & ten pence: Now neither sd George Keith, nor any Person in his behalfe appearing in this Corte to shew why sd Ricke Buckley Plt should not have Execution for sd remaind of sd Debt due to him extended upon said George Keiths Estate, the Corte doth ye=fore grant this Scire facias to be cuted or extended upon sd Keiths Estate, as also the Charges of this Scire facias to be levied upo sd Keiths Estate, wch is by bil allowed of in Corte six shillings & six pence.

John King of Northampton Samuel Marshfield & Jonathan Bust Senr both of Springfield were allowed & sworn of by this Corte to be Attourneys for this County Cortes, & they took the oath of Attourneyes for the faithful performance of ye office.

Jonathan Wels of Deerfield being warned by the County marshal to attend the Judgs of ye Jurors at this Court, & not appearing was fined ten shillings to the King

mr Samuel Partrigg of Hadley Plaintiffe agst Jno Steel of Hatfield Defendt in an action of the Case, for his the said John Steeles withholding a debt due by booke to sd Plt: to the Sum of three pounds or thereabouts in money & wheate wth Damages, according to attachmt & declaration entred according to Law or order of the honrd Counsell:

In the action wtin mr Samll Partrigg of Hadley in Hampshire is Plaintiffe agst Jno Steel of Hatfield in sd Hampshire defendt, the Evidences were produced & read in Corte & transferred to the Jury, who brought in their verdict that they find for the Plaintiffe, his bil of Debt, three pounds six shillings & six pence, eight shillings money, & two pound eighteen shillings & six pence in wheate, and Costs of Corte, as by bill allowed in Corte, one pound twelve shillings, & eight pence; And the Defendt being absent; the Plaintiffe giving Bond to the King & his Successors in the Sum of Nine pounds eighteen shilling & four pence for one year to be responsal to the defendant, if he shal reverse the Judgmt wch in the said time, this Corte Grants Execution to the Plaintiffe according to the Judgmt of this to be acted upon the Estate of sd Defendant,

Captain William Lewis of Farmington in Connecticot Colony Plaintiffe contra Thomas Spencer of Suffield in Hampshire in the Kings territory of New England Defendt, in an action of the Case, for that the sd Tho: Spencer tooke a mare of his the sd Plt:, branding & selling sd Beast, whereby sd Capt Lewis hath lost the Labor & mesuage of sd Beast to the value of twenty pound, according to attachmt & declaration;

In the action depending between Capt Wm Lewis of Farmington Plaintiffe & Tho: Spencer Defendt the Evidences were produced & read in Corte & given to the Jury, who brought in their verdict that they find for the Defendant the Case: viz: the mare in Controversy, & the Costs of Corte; as pr bil allowed in Corte, one pound eighteen shillings & eight pence:: Capt Lewis the Plaintiffe Ingages in this Corte to the King in the Sum of forty pounds to pay al manner of Charges wch respect to his action thereon Comenced.

Charles Ferroy of Springfield in Hampshire Plt contra Isaac Morgan of Enfield in sd Hampshire defendt, in an action of the Case for sd Defendt trespassing upon sd Ferroys Land at sd Enfield, viz: planting & gathering Corne off one Acre of the land thereof, mordor loss to five Pound damage; according to attachmt & declaration, & the Plaintiffe sueth for Damages accordingly.

In the action wtin Charles fferroy is Plaintiffe agst Isaac Morgan defendt, the Evidences were given in to the Corte & read, & Committed to the Jury, who brought in their verdict, that they find for the Plaintiffe twenty shillings & Costs of Corte, wch are as by bil allowed of in Corte, four pounds four shillings & four pence.

Gershom Hawkes of Hadley in Hampshire Plaintiffe contra Thomas Hunter late of Hatfield Defendt, in an action of Debt to the Sum of Six Pounds ten shillings in or as wheate & Peace according to attachmt,

In the action depending in Corte wherein Gershom Hawkes is Plt agst Tho: Hunter defendt, the Evidences were produced & read in the Corte & Committed to the Jury, who brought in their verdict, that they find for the Plaintiffe four Pounds eighteen shillings six pence halfe penny in or as wheate & Peace & Costs of Corte one Pound six shillings & ten pence as by bill allowed of by the Corte: & the Defendant being absent & the Plaintiffe not giving Bond to be responsal to the defendt Execution is respited to the next Corte at Northampton:

The Worshipl mr Peter Tilton of Hadley in Hampshire, the formr Treasurer for Hampshire hath given in to this Corte his accounts of the debts & Credits of this sd County under his hand as said Treasurer, wch are al accepted & so sd Worpl mr Tilton is acquitted & discharged of al sd accounts

Richard Waite of Springfield being bound over by the Worpl Jno Pynchon Esqr for his appearance at this Corte to answer for his own acknowledged & confessed guiltyness of fornication wth Widdow Sarah—

Barnard of sd Springfield did apprare wth sd woman, whom he hath since said Bond married, and this Cortt being sensible of the growth & increase of this abominable sin, & desirous to use all wayes to Curb (as God shal assist) the further breakings out of such provoking sins do adjudge the said Richard Waite, & said Sarah Barnard to be wel whipt, or els to pay the sum of five Pounds to the King or his Successors: the said delinquents chose to pay the fine: And the Rev: Mr Elatiah Glover doth acknowledge himselfe to ow to our Soveraigne Lord the Kings Majestie his heires & Successors the sum of fifty shillings by way of Recognizance, & Benjamin ff doth acknowledge himselfe to ow to the Kings Majestie his heires & Successors the sum of fifty shillings by way of Recognizance

Hugh Rhor of Suffeild desiring of this Cortt freedom from military trainings alledging his difficulty or hardnes of hearing, the Cortt grants his desires

Quarterm: George Colton Sam: Marshfield Jonathan Burt Senr & Benjamin Parsons Jno Bumpkin Thomas Merricke, Rolland Thomas Miles Morgan John Lamb Nathaniel Pritchard Samuel Bliss Senr Jno Barber Benjamin Leonard al of Springfield having bee by former County Cortt freed from Military trainings, & desiring the confirmation or renewal of said freedome from military trainings, this Cortt renews the grant of their formr allowed freedome

Also this Cortt Granteth to John Bliss & Obadiah Miller Senr & Thomas Powel al of Springfield & to David Throw of Suffeild their desires to be freed from military trainings.

There being as yet no settlemt or order of Cortt about the maintenance of the illegitimate child borne by Deborah Miller of Springfield & begotten by Joseph Ashley of sd Springfield, & the mother of sd child, wch was a male child. applying her selfe wth her friends to this Cortt for the ordring of something for the maintenance of sd child, & this Cortt therefore doe order that sd Joseph Ashley, during the said Childes life for the space of five yeares pay quarterly after the rate of two shillings & six pence p week, & that at the five yeares end, the child liveing, that the said Joseph Ashley do pay five pounds for the setting forth said child to service or otherwise.

In Reference to the comon high way from westfield to Springfield when it goeth over paucatucke Brooke, in as much as it formerly went thorow Low Land of late fenced in, & being more inconvenient to the proprietors of sd Land, to wit, Tho: Miller Benja: Smith, Joseph Leatond, & for the going over sd Brooke, by reason of high waters at sometimes, & it being more convenient higher with Brooke, it being gravelly bottome, goeing thorow the brooke, & no trouble of high waters the Court ordrs the Common Rhode to go aboute said Proprietors Lands more Easterly, & Springfield Town to digg down the banks on each side said Brooke, for Convenience of going over for the first doing to make ye way passable:

It being propounded to this Cortt that the high way or County Rhode to Long meadow from or thorow Springfield, to ly up the hil below or over Springfield mil River, & to come in at at Pacowsuke River, wch wil greatly encourage the Proprietors of the lots under the hil, it being also alledged that the Rhode above the hil may be as convenient for Travellers & passangers as if the present Rhode under the hill, therefore this Cortt do order Deacon Jonathan Burt Ebenezer Colton & Charles Ferrey Senr to be a Comitter to view said way, and to make report thereof to the next Cortt

Whereas the County Rhode on the South side of Agawam River hath bee laid out up reyn on the west side of the hill that lyes west of Tho: Coopers house, & that way is difficult & little or nothing used, & it being propounded to this Cortt, to state the way on the East side the said hill, & thorow Thomas Coopers yard, & this Cortt doth therefore appoint Samuel Marshfield, John Barber & Joseph Leonard to view those passages & to consider of most suitable Rhode for a County Rhode, & to know & prepare anything that may be said Pro or Con as to either passages, that so they may be full & ready to make a clear representation of this Rhode affaire to the next County Cortt at Northampton.

Samuel Marshfield of Springfield the County Marshal having done the service of warning ye Jurys both Grand & Petty Jurys for their attendance of this Cortt, & desiring of this Cortt an allowance for his pains & travel, this Cortt doth grant said County Marshal fifteen shillings as Money for his recompence.

Also sd Samuel Marshfield desiring of this Cortt Licence to draw & sell strong drinke in his house & to require pay for what he shal so sell, this Court doth Grant to sd Samt Marshfield licence for one whole yeare ensuing accordingly, so that he suffer no unlawfull games to be used in his house, nor any wil Rule or order to be kept wtin the same during the time of his sd Licence, for the well ufing of wch Licence, he hath bound himselfe the sd Samt Marshfield in forty pounds by way of Recognizance to the Kings majesty & his Successors.

Also Samuel Ely of Springfield desiring licence to keep an house of entertainmt & to sell strong drinke this Cortt doth allow licence to him the sd Samuel Ely to keep an house of entertainmt & to sell drinke & take pay for the same for one whole year ensuing, provided that he suffer no unlawfull games to be used in his house nor any wil Rule or order to be kept wtin the same, during the time of his sd licence, for the well ufing of wch licence he hath bound himselfe & sd Samt Ely by way of Recognizance to the Kings majestie & his Successors in the sum of forty pounds:

Robert Boltwood of Hadley late deceased having in his last Testament bequeathed to his
Daughter Lydia who was married to John Warner fiftein pounds, & willing also that Samuel Boltwood
his Son & Executor offd Wil to performe ~~taperformed~~ the payment thereof; & the sd Lydia dying before any
payment was made, & as yet it is unpaid, the sd Parties Samll Boltwood & Jno Warner appeared in this Coltt
& the sd Executor proposed to this Coltt to pay the sd Sum to the Children of John Warner by sd Lydia his for=
mer wife, or to sd Warner provided he pay the sd Sum of fiftein pounds to sd Children: therefore the sd Jno
Warner did in ~~p~~ftsence of the Coltt Engage to sd Executr & overseers of sd Children in the Sum of Thirty
pounds to pay or make good the said Sum of fiftein pounds to the Children he had by the said Lydia
when they Come of age, to the Sons when they come to ye age of twenty one yeers, & to the daugh=
ters at Eighteen yeers of age, or their day of Marriage, as said Jno Warner, shall be good:

The Prison Keeper shewing the necessity of doing something to the repair of the prison
in Springfeild this Coltt doth therefore desire the worpll Jnl Pynchon Esqr to inspect the necessity
of repairs, & to give his direction, & order that the County Marshal see to doe what is needful
to fitting the Prison in Repairs & to get Irons for Prisonrs better Security: -

The Relict of Jno Bennett of Enfield late deceased gave in to this Coltt an Inventory of the State of her husband to the Sum of five pounds, ye Inventory is on file wth ye Records of this Coltt

This Coltt did appoint the several Persons aftermentioned to be Clerkes of the Writs for the Sev=
ral Towns of this County; viz: John Holyoke for the Town of Springfeild. Medad Pomery for the
Town of Northampton Samll Barnard for the Town of Hadley, John Allier for the Town of Hat=
field, David Ashley for the Town of Westfield Anthony Dugliss for the Town of Southfield -
Jno Clary for the Town of Northfeild Isaac Meacham for the Town of Enfeild: Joseph Bar=
nard for the Town of Brookfield which work is according to the order of the ~~ffl~~ President & Council:
viz: to take an account of the Births & burials wch shall be wthin their respective towns, & quar=
terly to bring ye in into the Clerkes of the County Coltt

The Grandjurors did bring in to this Coltt their Indictment of Fear not King of Westfeild In Hamps=
hire wth Billâ verâ for Breach of the Peace of our Soveraigne Lord the King by force upon James Sexton
of sd Westfeild, striking him three blows & threatning him to make him smart for what he disliked in
him sd Sexton, This Coltt therefore being desirous & thoughtful care of preserving the Kings peace & to
shew their abhorrence of such unchristian inhumane Carriages & to supprs the like in others in time to
come, as much as in them Lyes, they did amerce the said ffearnot King in the Sum of ten shillings
to the Kings Majestie, as also this Coltt orders that he pay or defray al Charges belonging to the
Indictment.

Like wise the Grand jurors did at this Coltt give in their Indictmt of George Sexton Senr & James Sex=
ton both of Westfeild in Hampshire, wth Billâ verâ that they sd Sextons did by force agt the peace
of our Soveraigne Lord the King make assault upon or Resistance of Fear not King & Walter Lee both of
Westfeild in their Lawful action or Course of Impounding Cattle & Swine, This Coltt therefore after hear=
ing of the Indicted Persons do sentence said Sextons for that their Rescue in the Sum of forty shillings to
the Kings Majestie, & to defray al Charges occasioned by sd Indictment.

Also the Grandjurors did bring in to this Coltt their indictmt of Danll Collins of Enfield in
Hampshire wth Billâ verâ, for that the sd Collins did by force & armes agt the Peace of the Kings
majestie his Crown & dignity make assault upon the body of Benjai Thomas of sd Enfield, did beat
& strike the sd Thomas, both Parties being present & heard, This Coltt doe therefore adjudge the said
Daniel Collins in a fine of twenty shillings to ~~the~~ Pay to the Kings majestie, & to defray or sustain all
charges by reason of said indictment:

Gregory mack Gregory & Sarah Kent both of Springfeild being by their own confession upon ye
examination before the worpll major Pynchon Esqr (Aug: 19th: 1686) found guilty of defiling one the
other by the sin of fornication, did both appear in this Coltt, & this Coltt finding this abominable
sin to be growing amongst us, & being desirous to take the best care & use their best endeavor to Cure
& restrain this prodeeding sin (God affording his prevailing grace with their endeavors) Doth
therefore adjudge ye sd Gregory Mack Gregory to be wel whipt on the naked backe wth twenty lashes
or to pay three pounds as a fine to the Kings Majestie: The Read mr Relatiah Glover doth acknow=
ledge himselfe to owe to the Kings majestie his heirs & successors the Sum of fifty shilings & Jno Humphreys &
James Gerald of Springfeild do acknowledge themselves to owe to the King Majestie his heirs & Suc=
cessors the Sum of twe shillings, in behalfe of Gregory; & further this Coltt doth order the sd Gre=
gory mack Gregory to give in Security for the paym of forty pounds for the maintenance of the Child
that he hath born of sd Kent, & wil mad maintenance, & for his good behaviour, or to be Committed to prison; And this Coltt doth
adjudge the sd Sarah Kent to be wel whipt on the naked backe wth fiftein lashes, or to pay a fine to the
Kings Majesty three pounds; None of the friends of Sarah Kent, appearing in Coltt, & she being something

Noor her time of travel, & so the punishmt of whipping dangerous to execute on her, Samuel Marshfield stands bound for said Sarah Kent in the sd Sum for the space of six weeks, & that then he will fetch her to be forth coming, or then deliver her up.

The worshipfull major John Pynchon Esqr & mr Samuel Partrigg did present to this Court a paper wherein they shew that they have taken paines according to the trust of Commissionership on the estate of mr Patrick Cunningham deceased, wherein they were impowered at the preceding County Court at Springfield, & shewing how that it is likely his estate will prove Insolvent, yet propound to this Court whether the Laborers for sd mr Cunningham, who carryed down to the vessels his corne & provisions, who should have had pay out of the corne carried down by them, & whereby his estate was advantaged, may not have their ful debts pd to them, without any such consideration of the ability or Insolvency of the sd Cunninghams estate to pay al other Creditors their whole debts; wh this Court answerd on the affirmative, that such workmen be pd their ful debts, before any such distribution of said estate be made as is usual to doe upon estates that are nonsolvent.

The Select men of the Town of Suffield did give into this Court a paper wherein they shew that they have attended the County Courts order at Northampton Court in march last relating to Widow Jefferies of sd Suffield, who being Complained of to sd Court as a vagrant Sole Person, the sd Court ordered the sd Select men to put her out to service, wh sd Select men have diverse times attempted, but as they now Complaine to no Purpose, affirming in sd Paper that sd Jefferies says, she will not be subject to sd Select men, and sd Widow Jefferies now appearing in Court, & being heard, this Court being sensible of the great danger of letting disorders & disorderly persons to go on without curbing & restraining them; this Court doth therefore order that the Prison Keeper do take sd Widow Jefferies to Prison, & that the Keeper do wel whip on the naked back said delinquent, not exceeding ten stripes, & that he do strictly keep her to suitable worke daily, & every day bestow due Correction on her, as the Cause may require, til she shal be brought to some good order.

John Ponder the Constable of the Town of Westfield gave into this Court a certificate of three wolves killed by the Inhabitants of sd Towne, viz: two killed by Isaac Phelpes, one october 5th 1685. & ye other April 26. 1686. & the third was killed by Nathanell Weller octob: 27: 1685.

Martha the Relict of Jno Bement late of Enfield, deceased presented an Addition: this recorded before

The declining Estate of Hopkins School in Hadley being presented to this Court by the Revd mr John Russel Capt Aaron Cooke Junr. Leiut: Jose: Kilog & Samuel Porter the Committee of sd School for that some of Hadley do disturb or obstruct the managemt of the Estate of sd School, therefore this Court doth declare & order that the whole Donations to a School there from the Charitable Donors be al imployed & improved for & towards the maintenance of the Grammer School there in Hadley, it appearing that the Intent of mr Henry Clarke in what he gave to a School, was ye it should go & be imployed to sd School called Hopkins School: also the like doth appear as to Goodman Wards gift & Goodman Barnards gift may as wel be taken to & for that School as any other; Wherefore this Court orders, that al sd Gifts or others wth the Land given by Hadley Town be al accordingly improved by the aforesd Committee, & that mr Partrigg one of the Committee, who hath dissented from the Rest ought to concur & joine wth ym in it: We further declare that some former concessions of the County Court at Northampton march. 30: 1680. wh were suited to gaine a Compliance of al, & to sake some spirits were not so warily expressed & therefore those concessions or expressions may not & are not to be understood to the disadvantage of sd School; but that the mil farm & al the Donations are notwthstanding to be improved for & to sd Grammar School in Hadley, & not to an English School disjunct or separate from a Grammar School. we further advise ye sd Committee or Trustees for Hopkins School do jointly improve al for the end aforesd, & to propose it to the Town of Hadley to adde something & help forward a School, wh may suite & answer both the Committees Trust, & the Towns Ends also of having their Children taught, to read & write: — And further yt it ordered that In Case the Trustees for Hopkins School, & the Town of Hadley do not fodder or come to an agreement about sd Estate & School, that then it be further Considered at Northampton Court next

mr Dilton not concurring, alledging ye our party, viz: ye Town of Hadley were not present, the mr Partrigg spake in the Court in ye behalfe:

this was read in Court. Sept: 28. & 30: 1686. & ordered to be entered

attest Jno Holyoke Clerke:

The following Act is an appendix to the Acts of the County Court at Northampton: March: 30: 1686

Henry Chapin & John Hitchcock Sond presented to this Court the Last wil & Testamt of Francis Pepper late of Springfield deceased, & the Inventory was taken before the honord Major Pynchon, one of his Majesties Counsellors, of wh wil & Inventory this Court approves, & mr Mackay then any Gentleman present in sd Wil, & Inventory concerned agreeing, this Court then happyled an ad order wh is entered wth the wil as follows, in the faire Record: [i. e. in the faire Record of that Hampshire Clerke for Northampton & Hadley & the other Towns up the River dwelling do keep wth himselfe].

Whereas there was an Act of the County Court. Sept: 29. 1691: for the Settlem^t of the Estate of Obadiah Cooley deceased, whereby the sd Court (because the Rates & publike Charges were very greate) did allow to his Relict to have the movable Estate at her sole & proper dispose as she should se meet, she satisfying those publike charges & other debts, & so the other Estate of housing & Lands as y^t were Inventoried fal far short of paying the children their portions according to sd distribution; therefore ye said Relict of sd Obadiah Cooley ~~as Administratrix to the Estate of sd deceased~~ applying her selfe to the Worshipfull John Pynchon Esqr & Samuel Partridge Esqr & Simon Lathrop Esqr Justices & Mr Joseph Clark Clerk of Court for the settling of Estates of deceased persons intestate, that there might be a distribution of sd Estate as the housing & Lands were Inventoried, to each of the children their portions: the Associates of said Court seeing that there was a manifest error in sd distribution, did see cause to determine the distribution of sd Estate to be as followes, & ordered the same to be here recorded in their Records that is to say, Rebecca the Relict of Obadiah Cooley of Springfeild deceased appearing her selfe ~~upon the Consideration aforesd~~ to the sd Judges of said Court: viz: Jno Pynchon Esqr, & Simon Lathrop Esqr & Mr Joseph Clark & desiring a distribution & meet settlem^t of her deceased husbands Estate: the total sum whereof amounts to four hundred sixty & one pounds fourteen shillings & six pence; the Movable Estate of which is one hundred fifty seven pounds four shillings & six pence, & the housing & Lands at three hundred & four pounds & ten shillings: the sd Worshipful Judges determined the settlement of sd Estate as followes, viz: To the sd Relict of said Oba: Cooley, her thirds of the housing & Lands according to Law for the term of her Life, & the oth of the whole of the Lands til the Sons come to be of age, and as for the movable Estate, it being already in part wasted, & more of it likely to be wasted & spent, she as continued in her administration on y^t sd Estate, bring to satisfy the publike charges & pay al debts, therefore the said Movable Estate is left to her dispose, for her selfe or some of them to the children, if she se cause, & as to the Lands aforesd y^t are to be divided amongst the children, viz. to the eldest son a double portion wch is seventy six pounds two shilling & six pence; the rest to enjoy as Copartners thirty eight pounds one shilling & three pence apeice: the sons to have al the Lands & to pay the daughters their portions either in Land or otherwise as they judg meet, Al the children to have their portions wch at age as followes;

To Obadiah Cooley ye eldest son seventy six pounds two shillings & six pence as aforesd as his portion, yet he to have the Lands, as followes: viz. his fathers house & homestead at:	120	0.	0
and ye five acres of Land at Agawam 4th. more 12 acres below Agawam. at 6th —	010	0.	0
and four acres swamp over Agawam 8th. more 2 acres & ½ at Pacowsecke 1st.	009	0.	0
& 3 acres over mil river 3rd / 4 acres in Long Meadow below Sam Kerp & Jno Clarkes Land at 16^li 10^sh	019	10.	0
	158	10	0
Out of wch he is to pay to ye order of the Administrators as aforesd for the daughters Eighty two pound seven shillings & six pence — — — — deduct: —	82	7	6
& so his portion:	76	2	6
And to Joseph Cooley the second son, al the Lands at Skipmuck Inventoried at:	52.	10.	0
out of wch he is to pay to the daughters fourteen pounds eight shilling & nine pence. deduct:	14	8	9
& so his portion is:	38	1	3
To Jonathan Cooley al the Lands in Long meadow (Excepting 4 acres to Obadiah) at —	93.	0.	0
out of wch he is to pay fifty four pounds eighteen shillings & nine pence to ye Administrators for the daughters as aforesd:: deduct: wch he is to pay to ye daughters viz	54	18	9
& so his portion is — —	38.	1.	3

The daughters are to have thirty eight pounds one shilling & three pence apeice:

And in as much as the daughters may need may need some or al of their portions before the sons come to be of age, the daughters being considerably the eldest, & some of them already of age & y^t about to be married the said Administrators to do what she can out of the movables to accomodate her daughters wth some or al of their portions, & receive it againe when the Estate the sons are to have in capacitated to respond it as aforesd:: Also it is ordered that if any of the children shal dy before of age to receive ye portions, then ye sd portions or portions is to be divided to the survivors equally: al wch as the settlem^t of the estate of sd Obadiah Cooley deceased is allowed & approved of by sd Associates as attests John Holyoke Clerke:

At a County Court held at Northampton on the last Tuesday of March viz: 29. day of March Anno Dom 1692

There were present for the holding of this Court the Worshipfull Colonl John Pynchon Esqr & the Worshipfull Wm Clarke Esqr who have magistraticall power

Capt Aaron Cooke junr & Mr Samuel Partridge Associates.

The Jurors were
Capt John Allis
Capt Eleazr Kellogg
Sergt Hubbard
James Warriner
John Sadlecoke
Wm Smith
Eleazr Noble Sen
Deacon Wright
John Ingersoll
Benjn Edwards
John Alexander
Joseph Eastman

Mr Jonathan Partridge & Mr Jno Holyoke are appointed Clerkes of the County Court as formerly — and Deacon Lamson for Northampton, Samll Barnard for Hadley, Philip Russell for Hatfield, Joseph Barnard for Deerfield, & Mr John Holyoke for Springfield, David Ashley for Westfield, Christodulus for Southfield, & Isaac Meacham for Enfield are all of ye Clerkes of the Writs in their respective several precincts.

Mr Thomas Lynde Junr plt p contra Jno Lyman defendt in an action of the case for neglecting & refusing to make payment of four hundred sixty & nine pounds of porke, wch the sd Lyman had & received of sd William Hubbard, & in Consideration yrof did agree to pay him the sd Hubbard for many pounds of good salt porke, wch is to the value of six pounds Current pay, as also for the damage of failure of making good, or non performance of his agreement, and also for damage, or costs may arise in ye prosecution of this action — Entry money 4s.

Jn the action depending in Court between Willm Hubbard Plaintiff & John Lyman defendt: the testimony & evidence in the case being produced & read in Court & committed to ye Jury, they brought in their verdict that they find for the Plaintiff four hundred sixty & nine lb of Salt Porke & Costs of Court wch were as p bill allowed of Jn Court to ye sum of 01: 11: 2d

Thomas Lyman plt: p contra Samll Stebbins defendt; in an action of the case for that the sd Stebbins did feloniously fraudulently or by stealth carry away Ruth Baker contrary altogether to the knowledge of her father & mother, yt by his ordinent allaring of her did provide wch her to go wch him in the night time, to the great sorrow of all her Relations; wch also put the sd Thos Lyman her father in Law & other of her Relations to great Costs & Charge to recover her home againe, as also to considerable Losse in her apparel wch came by his means in Carrying her away; as also for maintenance of a child wch sd Stebbins is the father of, wch the sd Ruth since her coming home have been delivered of, all wch besides the damage done to the sd Ruth & to her Relations, wch many will not Recompence; the sd Lyman saith he cannot but Judge at forty pounds & more together wch other sud damages: Entry money 10s. the plt is not Jurred by ye Defendt.

Mr John Catlin Plaintiff: p contra Joseph Baldwin Defendt: in an action of the Case to the Jury Jno Catlin as an heir to the Estate of Ezabel Baldwin deceased, neglecting or refusing ye dividing certaine Lands lying on the East & West side of the great River at Hadley, now in the Tenure & management by himself, or his Agents, to a Division of sd L[illegible] according to agreement made by Joseph Baldwin deceased, March: 26: 1672. & to a Surrender unto ye said Catlin, or to a proper [illegible] of sd divided Lands according to agreement.

Jn the action depending between Jno Catlin Plt: & Jose: Baldwin Defdt the testimony & evidence in the case being produced & read in Court & committed to the Jury, they brought in their Verdict that they find for the Defendt Costs of Court, wch were as p Bill allowed of: Seventeen Shillings & Eight pence.

Jacob White Plt: p contra Samll Stebbins Defendt in an action of the case for wrongfully holding Debt by bill to the value of six pounds wch due damages,

Jn the action depending in Court between Jacob White Plt & Samll Stebbins Defendt the testimony and evidence in the case being produced & read in Court & committed to the Jury, they brought in their verdict, that they find for the Plaintiff the full sum of seven pounds two shillings in money Current of New England, & Costs of Court as p Bill allowed of Jn Court. 1lb 1s 0d

Samuel Ely Senr & Joseph Leonard of the Town of Springfield have Licence to keep Publique Houses of entertainment: also Mr Samuel Partridge hath Licence to sell strong Drinke & Liquors they keeping good orders in their houses, according to Law, this for the year Ensuing.

James Steele Plaintiff p contra Samuel Stebbins Defendt: in an action of the Case for wrongfully holding

a due debt by Bill to the value of six pounds or thereabouts wt due Damages.

In the action depending in Court between James Steel Senr Plaintiff & Samuel Stebbins Defendant, the testimonys & Evidences in the Case being produced & read in the Court, & Committed to the Jury, they brought in their Verdict, that they find for the Plaintiff six pounds nine shillings in money current of New-England, & Costs of Court wch are as by Bill allowed of: one pound one shilling & six pence.

Whereas by a late order from the Governor & Representatives requiring a full office of all accounts of Countyrates, wt reference to any arrears of monys raised in the several Counties under the late Government. In order thereunto this Court have desired & appointed the Worshipfull Colonl John Pynchon Esqr for this County to gather in any remainder of Countie Rates, & to dispose of it according to the ends & purposes intended in said order, & to clear up accounts of those matters, & to give in an account of the same to the next Court, the said Colonll Pynchon being the County treasurer.

An Inventorie of the Estate of Jacob Phelps of Westfield was presented to this Court upon oath to be Josiah Dewey, & power of Administration upon the Estate of Jacob Phelps of Westfield was by this Court granted to Jedidiah Dewey & Dorcy the Widow, they being to engage in a bond of three hundred pound for security of the Estate.

John Cooles for Hatfield & John Alexander for Northampton sworn Constables for ye Townes.

This Court being informed of the unsettled & breaking state of the Town of Springfield, wch as things are represented to this Court is a lamentable Case & matter of serious consideration & great thoughts of heart what will the Issue of such uncomfortable differences & dissatisfactions, & that this Court may be no wayes backward or neglecting their duty settling peace amongst all sorts of Inhabitants, especially in ye Towns, & most especially where the difficulty is betwixt the minister of the place & the People, as this matter is, heard of the People of the Town resisting the ministry of mr Younglove, saying he hath broke his promise wch ye, that he would not preach any more, & the voice of the Ministerial Council, making Complaints about it: gave in several Reasons of their dissatisfaction, and yet this Court desiring all things especially matters of difference should be carried on wt most equal justice, think meet that some way be found for all persons concerned to have opportunity & free liberty to speake & declare what is with ye in the Case, & have thought & do wt solemn apprehensions what the Issue of the Case may be, fearing it will be ruinous, coming it unto the Reverend mr Younglove & his party, & the other of the Inhabitants of the Contra party, & do give order that there be by each party all mutual choice of such able & discreet men to the number of six or four at the least, such as shall be to the just satisfaction of each party to hear & search into the grounds of the contention, & to consider & give in their advice & counsel about it, & earnestly & seriously leave it wt the Partyes aboves'd to be yieldable & complying, that if it be possible their differences may come to an Issue, & that ye be done & performed forthwith, & that in Case this will not do, we determine to have a hearing of the Case ourselves & accordingly have adjourned this Court to Meet in Northampton April. 23. 1690.

William Gaylord an Orphan child of William & Ruth Gaylord, who are both of ye deceased this Court gives him out an Apprentice to mr Samll Partridge his Uncle till he attaine to ye twenty & one yeeres of age, being now twelve yeeres of age, & ye mr Partridge to his said Apprentice is to find him all necessaries, to Apparel & Lodging &c: & to give the sum of eight pounds, at the end of his Apprenticeship, & two suits of Apparel.

Samll Bartlet engages in behalf of Samll Stebbins, to pay to Thomas Lyman & mr Jos Cattlin two shilling & three pence pr week for ye maintenance of their Children said Stebbins is ye father of by their daughters Ruth Baker & Elizabeth Cattlin, who being convict of fornication having each of them a Bastard Child, they charged Samuel Stebbins as the father of their children, After this Court considering their vicious offences & provoking wills in the sight of God, & therefore this Court adjudged said Ruth & Elizabeth to be well whipt wt twenty stripes apiece wch Lyman & Cattlin are to pay as a fine to the Countie each of ye five pounds apiece, viz: three pound in money & forty shillings in other pay apiece.

George Alexander & Samll Wyne Senr are appointed as Guardians to the children of Thomas & Abigail Webster deceased, to wit, the younger ones, & to call the former Administrators of the Webster Estate to an account of the Estate, who were Michll Mudge & the widow who is also deceased & ye forsd Mudge to give an account —— those that are of age have chosen their allowed persons.

Aquila Barber son of Thomas Barber of Southfield deceased, said Barbers Estate being li=
tle or nothing, & the widow have little to maintaine her & her children, being as yet un in=
formed Eight in number, wherefore this Court have ordered that said Aquila Barber as an ap=
prentice to be delivered Colonl John Pynchon Esqr, till he comes to the age of twentie &
one yeares (he being now of age of ten yeares) to have his Ed&cation in Holy Rosport as an
apprentice for the terme aforesd, & said Colonl Pynchon is to allow of a debt due to him
from sd Thomas Barbers Estate the sum of foure pounds, & at the Ending of his Terme
to pay sd apprentice forty shillings, & to give him apparell suitable, & to give account of
the thing at the next Court, whether he will have him or noe

Lieut Taylor is granted a Licence to keep a publike house of entertainmt, keeping for
the ensuing year good order in his house &c:

Thomas Nash & Samll Lodgwicke made Oath to the last will & Testament of Samuel
Gaugleid senior deceased who in Hatfield, that they were present, & did see the deceased signe & seale sd
Instrument, & that he was of sound mind when he did it, also mr Samuel Partridge & Mary the
Relict of sd Gaugleid made oath to the Inventory of his Estate, that it was a true Inventory so=
far as they know, & if more did appear, yt would readily make discovery of the same, — The
said Widow gave in Bond to the sum of five hundred pounds for Security of sd Estate, & to give
an account of it.

An Inventory of the Estate of James North of Northampton was presented to this Court by his Wi=
dow, who gave oath that it was a true inventory, so far as she knew, & if more did appear she would
make discovery of it, & power of Administration on sd Estate was granted to said Widow, she give=
ing in Bond of two hundred pound for Security of sd Estate, & to give an account of it hereafter
to this Court.

Ebenezer Brooks Eldest son to William Brooks of Deerfield presented to this Court an Inventory of
the Estate of his father aforenamed, to wch he made oath, that it was a true Inventory, & if more
Estate appeare he will readily make discovery of it to this Court, & gave in Bond of two hundred
pounds for Security of sd Estate, & to give account hereafter to this Court, & power of Administration
is by this Court granted to sd Ebenezer & to Nathaniel his Brother, & being two younger sons under
age, viz: Benjamin, who hath made choice of his Brother Nathaniel for his Guardian, & Eleazer
who hath made choice of his Brother in law Jonathan Taylor for his Guardian, wch Guardians were allowed of by the Court

Jno Hitchcock in behalfe of Widow Mary Ball presented to this Court an Inventory of her late husband
Samuel Balls Estate, who died intestate, she made oath to it before the Worpll John Pynchon Esqr, &
power of Administration was granted to sd Widow Mary Ball James Warriner Esqr & John Hitchcock afore=
named, & they gave bond to five hundred pound for Security of said Estate, & to give account
of their Administration to this Court: the original Inventory is on file in the Records of the Ptcy
at Northampton: they presented also some proposals as to settlement of said Estate as followeth.

The humble Petition of us, as are underwritten to the Honoll Court held at North=
ampton desiring they would confirm it. The Widow Abigail Stebbins & the widow Mary Ball
her daughter in Law have agreed as followeth. Namely, that the said Widow Abigail shall have
the sd Samll Ball deceased shall take out of that land he son Samuel did improve, half an
acre in the home lot two acres & half in the Plain where our Brooke, about an acre at
great Brooke, that is in the Neck in the Neche, on the West the great River, half that Ma=
dow over against, also a convenient room in the house, a garden Plate, & a good room for a few
or two dureing the Widows life, & afterwards to return to Samll Ball his heirs, except that
her son Jonathan Ball is to have all that on the West side the great River.

witnesses hereto are James Warriner &c — Abigail ⊥ Stebbins
John Hitchcocke — her mark
who made oath to the above — Mary ⊥ Ball
her mark
march 25. 1690: allowed of in Court
attest Samll Partridge Clerke

Mary the Widow or Relict of Samuel Grout deceased presented to this Court an Inventory of her
late husbands Estate to wch she made oath, the Original being on file, & Power of Administration was
granted by this Court to sd Widow & mr Samuel Partridge, the Widow gave in Bond two hun=
dred pound for Security of sd Estate, & to give account of the same.

Jedidiah Strong presenting a paper of an account of Expences in his Administration on the Estate
of John Stebbins deceased, also a petition to have sd Expences allowed out of said Estate, the
answer

dispose of wch was referred til such time as the Children Legatees have opportunity to make answer to his demands

Benjamin Hastings of Deerfield presented to this Corte an Inventory of the Estate of Jonathan Church late of Deerfield deceased, to wch he made oath, that it was a true Inventory to the best of his knowledge, & if more Estate appear he will make discovery of it to this Corte & power of Administration upon said Estate was granted by this Corte to sd Benjamin Hastings, he having given in bond to the ful Sum of forty pounds for Security of the Estate & to give in an account of sd Estate to this Corte of his administering upon it wch called Juries

The Town of Springfeild was presented by the Grandjury for being wt out a Schoolmaster according to Law: Also they presented the Complaint of Ruth Baker of Northampton against Samuel Stebbins for comitting fornication wth her, whereby she have had a Child: Also they present George Norton of Sufield for Excessive drinking.

Dant White of Hatfeild presented to this Corte an additional Inventory of the Estate of his Brother Barnabas Hindsdall deceased, to wch he made oath, & administrator being as formerly appointed

Rachel the Relict to Thomas Strong of Northampton deceased presented to this Corte an an Inventory of the Estate of her Late husband, to wch she made oath, & power of Administration upon said Estate is granted to sd Widow & Thomas Strong Eldest Son to the deceased, they gave bond to double the value in the Inventory for Security of said Estate, & to give account of their Administring on said Estate, & some proposals were presented as to Settlemt of sd Estate, wch follow.

Whereas Thomas Strong Senr died intestate & left a widow & fifteen Children, & many of ym being Smal, & the Charge of bringing them up must of necessity be great, & the Widow, & the Children wch are Come to age, to gether wth Counsel of Relations on both sides did agree that Thomas Strong Son to the deceased should have one halfe of the house & homestead stated on him as his own proper right for ever wch was the Rather advised to by reason it was the desire & mind of his father, that he should be. & also his mother [illegible] it might be settled, & that he might have one half of the house & homestead; that he might come & live there, that so might be the better enabled to do as he ought to do, & it was then & there agreed that such of the Children should have an equal share (except Thomas, a double share) in the homestead, & said Thomas to pay Each Child his due belonging to him in said house as they come of age in current pay, this was fully agreed to by all, but only Abiah Strong, who made some demur at parting wth his propriety or part in said house: further they all agree w, out Consent in Consideration of the difficult Task & pains he in bringing up such a family of Young Children, to Leave the remainder of the whole Estate in his hands for the Space of five years, unless that she should Marry again before ye time be expired, that the end of the said time to have distribution made as the Law directs; this a bond was allowed off in Corte

Thomas Strong Junr & Abiah Brathes to Hull Strong deceased presented to this Corte an Inventory of his Estate, & gave oath it was a true Inventory, & if more doe appear they would make discovery of it to this Corte, & gave in bond to the Sum Sixtie pounds for Security of sd Estate, & to give account of the same, & Power of Administration was granted to sd Thomas & Abiah, & desiring a distribution of sd Estate, they saying they had agreed that said Estate being but small, it should be equally divided betwixt Thomas aforenamed & Abiah Hull, & to their Sister the wife of Samll Judd, wch was allowed of in Corte

Hannah Relict of Thomas Dewey Jun deceased presented an Inventory of her late husbands Estate, to wch she made oath, & power of Administration on sd Estate is by this Court granted to sd Hannah & her father John Sackett Senr, who gave bond to the Sum of five hundred pounds for Security, & to give account of sd Estate, & in as much as the Inventory is Imperfect, about one hundred & thirteene pounds of sd Inventory is said Claime to Thomas Dewey Senr father to the deceased, & therefore it is to be perfected before distribution, & sd Administrators are to administer only on the Estate that unquestionably is the Estate of Tho: Dewey deceased.

The Widow or Relict of Lt Samll Loomas of Westfeild deceased presented to this Corte an Inventory of his Estate, to wch she made oath, that it was a true Inventory, & if more doe appear she would make discovery of it, power of Administration was granted to sd Widow & to Josias Dewey Senr, who gave in bond to five hundred pounds for Security of sd Estate, & to give account of their administring upon it

Thomas Spencer Junr son to Thomas Spencer late deceased presented to this Corte an Inventory of the Estate of his father, to wch Hester his Widow made oath before the Worpll Colonel Pynchon Esqr that it was a true Inventory, & if more doe appear she would make discovery of it, & Thomas Son to the deceased gave in bond for Security of sd Estate, & to give account of it, & power of Administration was granted to sd Widow & to Thomas son to the deceased:

Anna Barber Relict of Thomas Barber of Suffield deceased, for her was presented to this Court 121
an Inventory of that late Husbands Estate, to wch she made Oath before the honored Colonell
Lynchon that it was a true Inventory & if more for appeare, she will make discovery of
it, & power of Administration was granted to sd Widow, she giving in bond of 100li for to
give account of her Administring

Mr Joseph Hawley brought in the last will & testament of Alexander Alvord Senr of Northampton
deceased, wch was approved of before Colonell Lynchon as a member of the Council in the Late Governmt
before whom the witnesses to sd Will made oath that they were present at the sd Testators
signing & sealing sd Instrument, & to the best of their knowledge, he was of sound mind, &
perfect Remembrance, when he did it. Mr James Cornish as Clarke of the Writs was present at
the Ratifying of it, & signed to it in his office; the Instrumt is to be entred in the Records of
this Court

Thomas Pinsley for to William Pinsley deceased presented to this Court the Inventory of his
fathers Estate, to wch he made oath, it was a true Inventory, & if more appeare he will
make discovery of it & power of Administration was granted to the Widow Mary Pinsley & to
Thomas aforenamed, who gave in Bond of 200 pounds for securitie of sd Estate, & to give
account of their Administring, &c:

Nathanl Weller of West field Senr to Richard Weller deceased presented to this Court an Inventor
ry of his said fathers Estate, to wch he made oath that it was a true Inventory, so far as he knew
if more did appear he would make discovery of it, & power of Administration was granted to Nathan
aforesd who gave in bond of one hundred & eighty pound for security of the Estate, & to give ac
count of his administring on sd Estate — And whereas it was testified that sd Richard Wellers mind
& intent was that the house & homestead & 2 acres of Land at Deerfield in the great meadow
should be to his Son John therefore it was proposed, the said Estate should be to sd John & Children, or to
Son John paying what may be thought meete to the rest of the Children, & the Court thought meet
to settle the whole of the Land upon John aforesd, he paying out Legacies to the rest of the Children.

The Relict the Widow of Joshua Pomery of Deerfield deceased presented to this Court an Inventor
ry of that Late husbands Estate, to which she made oath that it was a true Inventory, & if more did appear
ad to discover it, & power of Administration was granted to said Widow & Deacon Pomery her Brother
who gave in bond of 200 hundred pound for security of sd Estate, & to give account of ye administring on
said Estate

Anna Relict of Thomas Alvord deceased presented to this Court the Inventory of her Late
husbands Estate, to wch she made oath, that it was a true Inventory, & if more appeare, she will readi
ly discover it, & power of Administration is granted unto Sarnt King, who hath married said widow
& to Lieut John Taylor her father, who gave in bond of 200 hundred & Sixty pound for security of
said Estate, & to give account of their Administring upon it.

Whereas by all orders from the Magistrates in this Country are ordered to be diligent in watch
ing & scouting for discovery of the great Enemy, & the honored Colonell Lynchon judging it meet
to improve a weekly Scout of fourteen or sixteen men to lye out by two weeks together, & this
Court agree to it also, & therefore do order for their Wages, that if the representatives of the
Country, viz: the General Court do not yet make their wages should be allowed out of the Country
treasurie, we shall allow it out of the treasurie of this County of Hampshire.

The Widow or Relict of Thomas Bascomb or Northampton deceased presented to this
Court the last will & testament of her Late deceased husband, together with an Inventory of his
Estate, to wch wil Deacon Pomery & John Bridgman made oath, that they were present at the sd
Bascombs signing & sealing of the sd Instrument, & to the best of their knowledge, he was of
sound mind & perfect memory when he made it; and as to the said Inventory the widow aforesd
made oath, that it was a true inventory, so far as she knew; if more Estate did appear she
would readily discover it.

Mr Joseph Hawley as Attourney for the Town of Northampton, entered a Complaint against
Serjeant King for commencing a suite against sd Town, wherein they were at Russell Charges
in order to defend against him, & deliberately upon the Court sitting with him in action, therefore
this Court considering the Cause, & finding it just, doth order sd King to pay to the Town, as p Bill allow
ed of in Court, all one pound five shillings & six pence.

Whereas in the distribution of Richard Allyne deceased his Estate there was a distribution
to the Children, two of wch died, viz: Silence Allyne, who being young wch she died, & Richd
Birkey, who married the widow requires pay for her keeping wch her one year & Ralph, & so
likewise his wife for keeping her one year & Ralph or Maria Coates, this Court judgeth meete
to allow them twelve pound apiece in Country pay, the sd Birkey having engaged to take
the disposal of this Estate, to be disposed by his wife for the good of her Children

David Alexander Brother to Robert Alexander of Deerfield deceased presented to this Court
an Inventory of his Estate to wch he made oath that it was a true Inventory, if more Estate appear
he=

he wil readilie make discouery of it to this Corte & power of administration is by this Corte granted to said David, who gave bond of forty pounds for Security of sd Estate, & to give account of his administration vpon it: And as to the Settlement of sd Estate, the Corte ordered sd Estate to be equally diuided betwixt all the Children; viz John, David, Dorothy, Mary, Barzilla, Martha, Alexander Deliverance Alexander Elizabeth Alexander, affirming ye to be ready & willing to Relieve their Parents out of sd Estate,

Mary Relict to Saml Moody of Hadley deceased presented to this Corte an Inventory of her said Husbands Estate, to which she made Oath before the Worshipfull Peter Tilton Esq, that it was a true Inventory, & that if more Estate appeared she would readily make discovery of it to this Court, & Power of administration on sd Estate was by this Corte granted to said Widow & to John & Samuel Moody her two Sons, who gave in bond of a thousand pounds for Security of said Estate, & to give account of their administration on sd Estate.

Whereas at the Countie Court Sept: 30 1689. something was done as to a Settlement of the Estate of Saml Church of Hadley deceased, viz. of the moveables Estate, one hundred pounds giuen to the Widow, & ten pounds to Mary daughter to the deceased the remainder of sd Estate wch is ye two hundred & eighty pound to be diuided to Seven more of the Children, one of wch is the Eldest Son now of age to receive his Portion, wch Sum of two hundred & eighty pound being diuided to the Eldest Son a double share is seuenty pound, & the other Children thirty pound a price: wch Estate is mostly in houses & Lands, & therefore as to the Eldest Sons Portion, that he have the South side of the home lot in Hadley half of it, & the South end of the dwelling house, & the South end of the Barne, wch is appriced at forty pound, & three acres of the six acre lot in the great medow, at fifteen pound, & three acres of the lot on the first bridge, at fifteen pounds, wch makes equall sum of Seventie pound; these parcels to be forthwith set out to him on these Conditions, that he agrees wth his aforesd Mother in lieu of her thirds of it, for the time of her life or Widowhood: the other part of the Estate, wch is to pay the remaining Children their Portions to be diuided to ye, as they come to age at the discretion of ye Administrators, according to the aforesd Rule wth reference to the Widows thirds; this being mere daughter shall be pd in Moveables Goods, if the Estate will beare it, or the Sons be Content to Refund & make payment to her Contract Pay: & one of the Administrators formerly appointed being dead, onely the Widow Remaines, she desires that her Brother Deacon Church, & Mr Samuel Partridge may be joined to her as Administrators to Jesue matters as aforesd, the above said was allowed as a further Settlement of said Estate.

Saml Marshfield presented to this Corte an Inventory of the Estate of Jno Scot of Suffield deceased, to wch Sarah his Relict had made oath before the Worshipfull Colonl Pynchon Esq that it was a true Inventory, not Concealing any Estate, & if more Estate appears she will readily make discovery of it, & power of administration is granted to Sarah the Relict aforesd, & to her Brother Saml Bligh, & to Joseph Hawkes, who are to give in Bond of four hundred pounds for Security of said Estate, & to give account to this Corte of their administring on sd Estate.

Jonathan Taylor presented to this Corte an Inventory of the Estate of his Brother Samuel Taylor deceased to wch Inventory Ruth the Relict of Samuel Taylor of Suffield deceased aforenamed made oath before the Worshipfull Colonl Pynchon Esq that it was a True Inventory to the best of her knowledge, & if more Estate did appear, she would readily make discovery of it; & Power of administration was by this Corte granted unto sd Widow or Relict, & to Jonathan Taylor her Brother, who gave in bond to the value of two hundred pounds for Security of sd Estate, & to give account of their administring on sd Estate

Daniel Marsh of Hadley who married the widow or Relict of Saml Crow, who deceased diuers yeares since, & the Original Inventory of his Estate is in the former Records & sd Daniel Now presents an Additional Inventory of sd Estate, wch is to be added & have reference to the former in the Record & so it was accepted & ordered to be entred as aforesd.

Jonathan Pees son to John Pees late of Suffield deceased presented to this Court an Inventory of his Fathers Estate to wch he made oath that it was a true Inventory, & if more Estate appear he will readily make discovery of it: And power of administration is by this Corte granted unto Abraham Jonathan James & Isaac Pees sons to the deceased, & said Jonathan gave bond in the sum of three hundred Pounds for Security of sd Estate, & giving in account of their administring on it.

Here follow some agreements wth reference to a Settlement of John Pees deceased his Estate

Know ye Witnesseth that I James Pees of Suffield bind my self heirs & assigns to be satisfied wth & content with twenty four pound for my portion of my fathers Estate: In consideration whereof the above said James doth acquit & discharge the above said Estate as followeth, the Labor in my Lot on ye Twelve acres of upland in the South field, being in the first division, the North end bounded by ye Common at ye South end of ye Town, ye East side by Jd Pees, the West side by Isaac Morgan: 0 16 00

a lott lyeing at Skantick River, one halfe three acres [illegible] bounded by the bankes, the North side by Abraham Pees, the South side by Isaac Pees } 09. 09. 00
a gun one pound, a Cow four pound, two oxen ten pounds 15 00. 00
two heifers four pounds hoe chaines 10s a Watch 20s 04. 15. 00

the halfe of the profitts enjoyeed of house & homestead, what halfe of the improved land the space of three yeeres, & halfe of hay received, I say received by me James Pees for my portion, to the true performance hereof we set to our hands march 14: 16$\frac{89}{90}$

John Trumbell
David ⊗ Bishop
his marke

James Pees.
Isaac Pees

allowed of mr Cotton

March 24 16$\frac{89}{90}$. These presents witnesse an agreement made betweene John Pees, Robert Pees Abraham Pees, Jonathan Pees James Pees Isaac Pees the sons of John Pees Senr lately deceased, It having pleased ye Great & most gracious Soveraigne in his aweful Providence suddenly to take away our honoured father by death, not having the advantage or opportunity of making a Will for the disposing of his Estate wch God had graciously given him unto his children according to his own pleasure; We therefore whose Names are underwritten for the prevention of all future troubles, & that we might live together in Love & Vnity as becomes Brethren have Mutually agreed to divide to each man his portion of that Estate left us by our honoured father in manner as followeth, viz. to John Pees Seventeen pounds three shillings, besides what he had received of his father in his life time, which he being freed from all debts & future troubles whatsoever doth accept of as his full & compleat portion of the Estate, & doth firmly promise & engage never to make any further claime to any portion of: To Robert Pees five pounds, besides what he had received in his fathers lifetime wch he being freed from all debts & future troubles whatsoever, doth accept of as his full & compleat portion of the Estate, & doth firmly promise & engage never to make any further claime to any p^t thereof: To Abraham Pees twenty five pounds: The other three Brethren: viz Jonathan Pees James Pees & Isaac Pees the same proportion twenty five pounds apiece these four Brethren taking upon them the whole care of receiving in & paying out all debts due to & from the Estate: To their Sister Mary sixteen pounds, wch is alsoe her portion: And that it may evidently appeare to all Concerned that we have freely & heartily agreed to make this division as above expressed, We do all have hereunto set our hands the day & yeare above written:

John ⊗ Pees his marke
Robert R Pees his marke
Abraham Pees.
Jonathan Pees.
James Pees.
Isaac Pees.

Attest Anthony Austin Senr
Anthony Austin Junr:

Thomas Huxley of Sufield presented to this Court an Inventory of the Estate of James Barloe his Son in Law deceased, to wch the Widow or Relict of the sd James made oath before the Worshipful Colonel Pynchon Esqr that it was a true Inventory & if more Estate appeare to make discovery of it: & power of Administration on sd Estate by this Court is granted to said Huxley & to the Widow, they giving in Bond of an hundred pounds for Securitie of sd Estate & to give account of ye administring: & as to distribution this Court judge meete the whole Estate be left to the widow for her own Livelihood bringing up the children & payment of Debts, reserving what can be of the Lands & Cattle for the Son.

Thomas Shelley presented to this Court an Inventory of the Estate of John Shelley of Sufield deceased, to wch Alice his widow or Relict made oath before the Worshipful Colonel Pynchon Esqr that it was a true Inventory concealing none & if more Estate did appear she would make discovery of it; the power of Administration is granted by this Court to the said Widow Alice Relict & Abraham Dible her father, who are to give in two hundred pound Bond for [illegible] sd Estate & to give account of their Administring on sd Estate; the Estate to be to the Widow for the bringing up of the Children, payment of Debts & her own livelihood, reserving the whole of the Lands to be divided to the two children, wch they come to be of age according to Law.

Samuel Marshfield presented to this Court the Last will & Testament of Thomas Miller of Springfield.

Springfield deceased. One of the Testimonyes, viz Deacon Parsons being Dead, the o-
ther, viz Sam^ll Marshfield aforesd, made oath before this Court, that he was present wth Sd
Miller made signed & sealed sd Instrum^t & that he was of sound disposing Mind & memory
when he did it to the best of his knowledge; he also presented an Inventory of his Estate, to w^ch
oath was made before the Worship^ll Colonel Pynchon Esqr by Rebecca Widow or relict to Sd
Miller, that it was a true Inventory, so far as she knew, concealing nothing, & if more
Estate did appeare she would make discovery of it; & this Court approves & appoints the
Estate to be disposed according to the Will of the deceased

There was presented to this Court an Inventory of the Estate of Timothy Hoak of Suffield
deceased, to wch Sarah his Relict made oath before the worshipful Colonel Pynchon Esqr that it was
a true Inventory to the best of her knowledge, & if more Estate appeare she will make discovery of it,
and power of administration is granted by this Court to sd Widow & her Brother John Barber, &
Joseph Harman, who gave in Bond of three hundred pound for Security of sd Estate, & to give ac-
count of their administring upon sd Estate: Thomas Hoak son to the deceased desired & made
choice of his Uncle John Barber to be his Guardian, & was allowed of in Court

Daniel White & John Byfiel who married Sarah the Relict of Thomas Loomis of Hatfield deceas-
ed presented to this Court an Inventory of the Estate of her former husband, to wch she made oath
that it was a true Inventory, not concealing any, & if more Estate appeared, she would readily make dis-
covery of it, & power of administration on sd Estate was by this Court granted unto Dan^ll White & John
Byfiel aforenamed, who gave bond to the sum of two hundred pound for Security of sd Estate, &
to give account of their administring upon it; And to settle of sd Estate, It is ordered that sd
Sarah have all the moveable Goods as her own proper right, paying the debts of the Estate, & the ofe
of the house & Lands till said Loomis his two sons come to Ye age for their bringing & then sd
two sons to have the house & Lands divided to Ye according to law, the eldest son to have a double
portion.

The Widow or Relict of Deacon Benjamin Parsons of Springfield deceased presented to this Court
the last will & testament of her late husband, wch Will notwithstanding mr John Storyke hath sworne
to sd Will that it was the act & Deed of sd Deacon Parsons & signed & sealed by him, & that he was of
sound mind & perfect Remembrance when he did it, to the best of his knowledge; yet notwith-
standing this Court finding several Imperfections in it, have concluded the will to stand with
provisoes & additions, viz: that those things that are not here mentioned, & yet were likewise
declared to be his Will, & testified before this Court, & required by Law, viz: that his Widow or Relict
should have the ofe & benefit of one third part of his housing & Lands during her life, & some Cow
& such other things in the house; as also for ye ofe of his family for her present Comfort; it being affirmed
that those things that were of the first husbands Estate, that she brought sd her wth unto his
this Inventory of said Deacon Parsons his Estate, & that she have them & dispose of ye as she pleases wth out
any molestation from the sons or heirs of Deacon Parsons aforesd) & she to return what she was of their
or sd Deacon Parsons his Estate at her death: Also that Ebenezer Parsons have as his proper right
the four acre Lott that lies a little below Sam^ll Bliss sd his house Lot: Also Samuel Parsons son
to the deceased, Claiming the twenty acres of ye Skamungamuck as a gift from his fathers Estate,
& by him, to wch is testified by John Hitchcocke, & others, wth those additions this Court approve of sd
Last Will of Deacon Parsons, the sd Widow also presented an Inventory of her late husbands Estate, to w^ch
she made oath that it was a true Inventory to the best of her knowledge, & if more Estate ap-
peared she would readily make discovery of the same, the Executors viz Benjamin Parsons & Joseph
Parsons to administer upon sd Estate, & said Benjamin & Ebenezer to be Guardians to their two younger
brethren viz Joseph & Hezekiah Except they make choice of others, & if so, to give notice of it to Colo-
nel Pynchon to be approved of as aforesd

There was presented to this Court an Inventory of the Estate of John Bates of Westfield deceased to
which his Widow or Relict made oath that it was a true Inventory, so far as she knew, & if more Estate
appeared, she would make discovery of it; & power of administration was by this Court
granted to sd Widow & to her Brother David Ashley, who gave bond to a thousand pound Estate for
the Security of the Estate, & for to give account of their Administring upon it, & to the sd ow-
able goods the Court have ordered the Widow to dispose of ye according to her discretion & to give
account as aforesd: the whole Estate being left to a further distribution hereafter

There was presented to this Court the Last Will & Testam^t of Stephen Kelsey late of Springfield deceased, to w^ch
[illegible] made oath that they were present at his making & signing
[illegible] & that he was of sound mind & perfect memory when he did it: an Inventory of the Estate is also
left in the Records, probate of wch is not yet taken.

Francis Barnard presented an Inventory of the Estate of his wife Frances Dickinson, alias Barnard,
to wch he made oath that it was a true Inventory, & gave bond for Security of sd Estate for the Rights, & pow-
er of administration was granted to him.

The last will & testament of Samuel Porter late of Hadley deceased was approved by the Worshipful John Pynchon Esq & Peter Tilton Esq wch Mr Sam[l] Partridge Clerke present wth them, & then & there Timothy Nash Senr & Sam[l] Partridge Senr made oath that they were present at the signing & sealing said instrument, & that sd Sam[l] Porter was of sound disposing mind, when he did it, to the best of their knowledge; Also Hannah the Relict presented an Inventory of her deceased Husbands Estate, to wch she made oath, it was a true Inventory to the best of her knowledge, & if more Estate did appear she would readily make discovery of it to the Court: this Estate to be disposed of according to the will of the deceased:

This Court was adjourned to the 23d day of April: 1690:

At the Adjournment of the County Court April 23: 1690:

There were present for holding this Court { Peter Tilton Esq, John Pynchon Esq, Lieut Wm Clarke, Capt Aaron Cooke Jurd.

Anna Relict to John Clary of Northfield deceased presented to this Court an Inventory of her sd Husbands Estate, to which she made oath, & power of Administration is by this Court granted to sd Widow & her Brother Nathaniel Dickinson of Hadley who are to give in bond to the sum of eighty pound for Securitie of sd Estate & to give account of their administring on sd Estate.

It tending much to Safety of the whole Country, as well as to this County, in special, the Deerfield (who are under gr Discouragm[ts]) being a frontier to the whole County be well garrisoned & maintained, It is therefore thought advisable that the Clerke of this Court draw up a Letter to the Gar[r]ison & Council in behalfe of that place, who have sent Lieut Wells to waite upon the business, that something that way may be done, Wherefore we humbly suggest that accordingly the Council be applied to, that they would please to order thirty or forty men as they shall see meete to Garrison sd place, & to do what may be for the safety thereof, & preservation of the whole Some of wch number, if the Council give order for it, may be taken out of those Towns in Hampshire, though weake in all Respects; yet if it be judged fit, rather y[e] place should be exposed, some twelve or eighteen more hence wch more from the Bay may be necessary.

Mr Youngloove presenting to this Court the neglect of sundry Persons in Suffield in paying their respective proportions of their Rates to Mr Youngloove's maintenance for the Years 1687, & 1688, as also his dues for part of the Year 1688, This Court doth order the Constables of Suffield in their Local years for ye time to all and their respective assistants therein, to have lawfully authorize, impower & enjoyn ye each of ye accordingly to collect & levy according to law of each Person behind, their respective due Rates & pay in the same to Mr Youngloove forthwith, & in Case of the Constables neglect, that is, such person as was then Constable, notwithstanding & performing this order, they shall be liable to make good the same out of their own estate & be sued & adjudged to pay such sums as he doth not Levy of the Persons due in their respective Rates, according to Covenant:

In reference to the differences in Suffield, the Court in much Love having advised & directed the People of sd Suffield & their Minister Mr Youngloove to a Mutual choice of a Council in order to composing the differences between the said People & y[e] minister, wch they not agreeing about but bringing the Case now before the Court, & laying in several Charges against Mr Youngloove who is absent, being under bodily weakness, & not having a Copy of the Charges, or what is said in against him, We do not judge reasonable to enter upon that business, or to examine the testimonies presented, ——. Yet considering the Long & continued discontents & dissatisfactions of that people with their minister from time to time, & how great a party for adhere to him, who either through their or otherwise, also the many various endeavors to have composed the Spirits of that People to their Minister, all wch avail so little, that it is matter of deep humiliation and awakening, as to us all, so especially to that People, & solemn consideration unto them, to think what Controversie God hath with ye, wch we heartily commend to their most serious heart searching & awakening; wch all tendering them now to a resolved & Cordial endeavor after some other Person to make known the mind & Counsell of God to ye whom we do desire & direct ye all to Concur & be joint & unanimous in their seeking after & call of such an able disposed of the prices, Gospel ministry as may be to most satisfaction, & for the edification of their Souls & building them up in the waies of holyness & Love, that Peace & Concord may return to that disquieted & unsettled People, & we do also the attendance of this Advice of the Court, we do also advise & direct Mr Youngloove to consider as his own promise and

engage=

engagm^t to cease preaching any more in that place, in the great disatisfaction his labors there have been to the most of the people, whereby little profit can be expected or comfort to him=
selfe or to that smal number wch doth adhere to him, who, would they give (as now we expect they should, & do accordingly order) their ready attendance unto, & joining wth the rest of their
brethren & neighbors in pitching upon & calling some other faithful & worthy servant of
Jesus Christ to the works of the ministry in that place, We hope through the blessing of God
upon endeavors, each man having duely humbled himselfe before God, & bewailed al the
irregularitys of the whole transaction al along, & setting themselves to a loving & cordial
close & agreement in al future endeavors, that poor place may yet enjoy the holy things
of God, by some other pecious servant of his own to mutual satisfaction & soule refresh=
ment; & Md Youngclove may also be ofsefull & serviceable to God in some other place, thô
as things are circumstanced we see reason for his desisting that work in Suffield, & this
advice & order of Corte being attended by al partyes, We wave al further or other actings
in that case of Suffield differences, expecting this expedient will be a final issue & turne
to the most advantage & comfort of al persons.

Nathan^l Harman Constable of Suffield complained to this Corte of James King of sd Town
for Sabbath breaking, who is to be warned to answer it at Septembr Corte next,

Ensign George Norton of Suffield being presented for drunkenness (at the burial of Goodwife
Rice towards the end of last Summer) being called, & the same proved, as by the Evidences on
file: this Corte finding him guilty do according to Law fine him for sd offence Ten=
shillings to the County to be forthwth pd or secured to the treasurer as also to pay the Charges
of these Witnesses attendance, viz Joseph Eastman 2 days & four shillings Tho: Spencer two
days four shillings, Timothy Eastman, Two shillings.

James Glinn Plaintiffe agt Sam^ll Lamb defendant wch case was heard & verdict given by the
Worshipfull Colon^l Pynchon Esqr, & sd Plaintiffe cast, the case being found for the defend: upon
which sd Glinn appealed from said Judgm^t to this Corte, & gave in bond according to Law for his prose=
cuting at this Corte accordingly, who being Legally called at this Corte & not appearing forfited his
bond of three pounds, to sd defend^t & forty shilling to the Countie.

The last will & testam^t of Jno Stewart of Springfield was presented to this Corte, to wch Sam^ll Marsh=
field & Obadiah Miller made oath that they were present when sd Stewart signed & sealed sd Instrum^t
as his Last Will & Testam^t, & that he was of sound mind & perfect remembrance to the best of their un=
derstanding when he did execute sd Instrument.

This Corte ordered that four men be sent as a Scout above Northfield to the West River, Two
from Northampton, One from Hadley, & one from Hatfield.

Whereas Mary Moody of Hadley upon the Fifteenth day of April 1690. was delivered of a bastard
child, & before the Worshipful Peter Tilton Esqr upon her examination, she accused Alexander Pan=
theon to be father of sd child, & constantly ever since the time of her travel, & at that time
holding constant to the same & not accusing any other, killing the time & the place wch
& wth the sd Pantheon had carnal knowledge of her, As the Law in such cases directs this Court de=
termine sd Pantheon to be the Reputed father of sd illegittimate child & do accordingly order
him to pay two shilling & three pence p week to the mother of the child, half in wheate,
or otherwise two shilling & six pence for the maintenance thereof, during the space of seven
years, unless by the providence of God, or by further order of this Court it be otherwise de=
termined, & that al that estate given in bond for his appearance be secured in Md Tilton's
hands, to be responsible for the bringing up of sd child.

The Town of Springfield according to their presentm^t for want of a Schoolmaster were warned
to answer at this Corte, & by their desire it should be deferred to the Cortes sitting at Spring=
field it was defered accordingly, & sd Town to answer it then.

April. 24: 1690. this Corte is continued adjourning to Wednesday come fiv weeks at Northampton

At a meeting of the Corte according to adjournment fro April 24: 1690. to that day
five weeks, wch is on this 28th Day of may 1690. Where were present the Worshipful Mr Wm
Clarke, having magistratical power & together wth him Capt Aaron Cook Jnd & Sam^ll Partridge Associats

At this Corte it was agreed that this Corte is adjourned from May 28: 1690 aforesd. wch is wednes=
day to Wednesday come four Weeks, wch is the 25th day of June 1690. Next ensuing the date aforesd:
Mary Moody delinquent & Thos Morgann & his wife delinquents, who have bond to the Worshipful Peter
Tilton Esqr for ye appearance at this Corte, It is referred to this Corte adjournd upon ye 25 of June aforesd.

June the 25: 1690.

According to adiournm^t the Corte met

When were p^sent the Worshipful Colonel Jno Pynchon Esq^rs
the Worshipful Peter Tilton Esq^rs
the Worshipful Wm Clarke Esq^rs
Capt Aaron Cooke Junr } Associates.
m^r Samuel Partrigg: }

Mary Moody who came before this Corte for that she hath committed fornication wth Alexander Pantheon, who formerly was had in examination before the Worshipful Peter Tilton Esq^rs, when in she owned so fault, & now before this Corte her so examination being read, & likewise owned, wch sin abounding in this Land to the g^t dishonor of God, wounding of Religion & evil example to others, therefore this Corte to bear our testimony ag^t this sin that is of such a growing nature have adjudged so Mary to be wel whipt on the naked body wth ten stripes wel laid on forthw^th, or to pay a fine of four pounds in money p^sent down — the sentence by way of fine was accepted & her mother Sarah Moody engaged left the mony p^d.

With reference to the desire of Tho: Hoak & Timothy Eastman, whereas that part of Nathan^ll Ward's Estate that falls to them by marriage wth the sisters of that Estate, so Hoak & Eastman declare they have agreed to an equal division of said Estate betwixt them, this Courte approves hereof as a settlement of so Estate

An Inventory of the Estate of John Stewart of Springfeild deceased was p^sented to this Corte, the Relict of so Stewart made oath to said Inventory before the Worshipful Colonel Pynchon Esqr, & this Corte ~~appropriated thereof~~; & ordered it to be entred wth the Will & Records of this Corte

Whereas Information was brought to this Corte wth reference to the distressed Estate of John Killam's family now at Brookfeild, a place in this County, whose wife & three or four children are in a suffering way for want of sustenance at this p^sent tyme & mostly by the Neglect of so Killam therefore this Courte doe hereby order that some relief in Meale be sent to relieve so Woman & children out of the Countie Treasurie, three or four bushels of meale or other provisions, as the Worp^ll Peter Tilton Esqr shal judge meete, for p^sent Relief, & that care be taken that if there be knowledge that the Womans Relations wil relieve her, then care be taken to send her & the children thither, else that she & her children be brought to some of those towns, & settled for relief, according to order from some one or more of the Magistrates in this Countie; & as to the man, that g^t Worshipful Colonel Pynchon Esqr or the Worshipful Peter Tilton Esqr by warrant send for ye so Killam, & after examination to order him to the house of Correction, or otherwise as they may judge meete to settle him & bind him to follow some occasion & worke for his own good & Maintenance of his family who are in necessity as afores^d.

As to the Indian in durance in Northampton his disposing & ordering is left to the Worshipful Peter Tilton Esqr & Wm Clarke Esqr Capt Aaron Cooke Senr & Capt Aaron Cooke Junr.

This Corte order that all the Inhabitants of Northfeild that have any Corne or other provisions viz. hogs Cattle &c: do transport it down wth in the space of six or eight days, & that what after the tyme p^sfixed is yet to stick order wil be given for the fetching it down for the use of the County except what is taken to pay Carters or horse men, except what Authority shall Cause to Return to the Owners.

This Court ordered a Scout of Eight men be raised out of the Countie to goe as far as the falls that are aboue Northfeild to make what discovery they can of the Enemie.

At a County Court held at Springfeild on the Last Tousday of Sept: 1690: being the 30th Day &c:

Where were pſent for holding this Corte.
The Worshipful { John Pynchon, Peter Tilton } Esqrs.
Capt: Aaron Cooke, Mr Samuel Partridge } Associates.

The Jurors were.
Medad Pomery.
Quarterm Colton
Sam Phips Senr
Thomas Day Senr.
Jonath Burt Jun.
Nehemiah Dickenson
Sam Porter.
Sam Belding Senr
Jonathan Winchel
Jedidiah Dewey
John Sacket
Dwd ffoster
James Warriner
Tho. Noble Senr
John Dorchester.

ffrancis Barnard of Hadley Plaintiffe pt Contra John Dickenson Defendt, in an Action of the Case for his the sd Dickensons Illegal Seizure of Lands in the sd Barnards lawful tenure, according to attachmt: entry money 20s.

In the Action Depending in Corte Betweene ffrancis Barnard Plt: & Jno Dickenson Defendt, the testimonys & Evidences being pſented & read in Corte & transferred to the Jury they brought in their Verdict, that they find for the Plaintiffe, the Lands in Hadley the said Plt: sued for, as unjustly seized by sd Defendt, together with the just Rents of the sd Lands, from the tyme the Defendt so entred sd Lands with Costs of Corte, as by bil allowed in Corte 5: 1s 6d: & Clerkes fees; 1s 6

Quarterm George Colton Plaintiffe, pt Contra Joseph Markes Defendt, in an Action of Debt due by Bill according to Attachment, entry money 10s.

In the Action Depending in Court Between George Colton Plt: & Joseph Markes defendt, the testimonies & Evidences being pſented in Corte & read & transferred to the Jury they brought in ye Verdict that they find for the Plt: George Colton four pounds in Country Pay & Costs of Corte viz: 22s: as pt bil allowed of in Corte.

James Cornish Senr Plt: pt contra Job Drake defendt in an Action of the Case, for the use of three acres of Land by him, & his ffaccessors, for Sixteen years, ~~[illegible]~~ of Land being 30s pt annum, according to ye Attachmt, the Plaintiffe was non suited in this Action: entry money as is usual. 10s

Thomas Swetnam Plaintiffe pt Contra Samuel Thomas Defendt in an Action of Debt, the Plaintiffe wth drew his Action: & ~~[illegible]~~ Paying his entry money for sd Action. viz: 10s:

Hezekiah Dickenson Plaintiffe pt contra Thomas Crofts Defendt, in action of the Case according to attachment, the Plaintiffe wth drew his Action, & freed from paymt of his Entry money.

Colonel John Pynchon Esqr Plt pt Contra Abel Wright Senr, Defendt in an Action of the Case for a trespass done him by sd Abel Wrights mowing his Grass & carrying away the Grass or hay, according to Attachment.

In the Action Between Colonl Pynchon Esqr Plaintiffe & Abell Wright Defdt. the testimonys & Evidences in the Case being produced & read in Corte, & transferred to the Jury they brought in their Verdict, that they find for the Defendt Costs of Corte: viz: Eleven shillings: & Costs of Court 1s 4d the Plaintiffe entres an appeale:

Liut Danl Warner of Hatfeild as an Executor to the Last Will & Testamt of Mary Boltwood Late wife to Robert Boltwood, deceased, Plt: pt Contra Samll Boltwood as Executor to the Last will & Testamt of his father Robert Boltwood, defdt, according to attachmt. the Parties agreed before the Verdict.

Liut Danl Warner Plt: pt Contra Samuel Boltwood Defendt, in an Action of the Case, wch in Judgmt was acknowledged.

Whereas there was at this Corte an Action comenced by Liut Danl Warner agt Samll Boltwood, wch tho it was forth to the Jury, yet they in open Court declaring & proposing to an Agreemt, the Plaintiffe by his Attourney mr Samll Partridge Senr, & the Defendt agreed as followeth, that the Defendt should give in a true account of al that had been Legally expended out of Robert Boltwoods Estate, besides the paymt of ye Legacyes, wch account should be allowed & approved by the County Corte, & that together wth the Legacyes be rebated out of the total Sum of the Inventory of sd Robert Boltwoods Estate, & the Remaindr to pay any Legacyes payable of the sd Widow Mary Boltwood deceased, & according to her Last Will; wch was allowed approved & Confirmed in Corte

Samll Ely Senr Plt pt Contra mr James Cornish Defendt, in an Action of the case for debt due by booke & Damage done him by his refusing to make up accounts for his diet & other expences, according to Attachmt

In the Action depending in Corte Between sd Samll Ely Plt: & mr James Cornish Defdt. the Evidences were pſented in Corte & read & committed to the Jury who brought in their Verdict, ye they find for the Plaintiffe nine pounds eight shillings & seven pence & Costs of Corte, as pt bil allowed of in Corte: 1s 6d & 6d:

Whereas mr Samll Partridge was Attourney to Jacob White of Hartford Plt & Samll Stebbins Defendt, in an Action comenced at the Last County Corte at Northampton, wherein the Jury brought in their Verdict for the Plaintiffe, but the Defendt being out of this Jurisdiction, this Court order that Judgmt be now Entred, approving & accepting sd Verdict of the three Jury, finding for the Plaintiffe the Seven pounds two shillings: & one pound one shilling & six pence Charges; & do order Execution to be extended, the Plaintiffe having given in bond to the Sum of Sixteen pounds to answer any further Defence of the Defendt wth in one year after this 30th of Sept 1690

Whereas mr Samuel Partridge as Attourney to James Steel of Hartford Plt: & Samll Stebbins Defendt in an Action of the Case comenced at the County Corte Last at Northampton had the Juryes Verdict

Allowed

allowed & accepted, & according to Law Referred to this Court to have Judgment entred, wch according
by this Court doth grant, allowing Sum of Six pounds nine shillings money Current of New Eng:
Land & Costs of Courte, allowed by the sd Court: viz: one pound one shilling and Six pence for ye
Plaintiffe, & doth order Execution to be extended, the Plaintiffe having given in Bond to
the Sum of fifteen pounds to answer any further Charges of the defendant, wch in one whole
yeare prosecuted after this 30th day of Sept: 1690.

The Select men of the Town of Springfield being pnted at the last Court at Northampton for ye
want of a Schoolmaster to teach Children in their Town, & now appearing in this Court, and
informing that they have since got an able Schoolmaster, & that that affaire goes on to good
advantage, so they were discharged

this Court order the value of a single Country Rate to be Levied by the County treasurer for ye
defraying the charges of the County:

this Court have appointed Benjamin Thomas of Springfeild to be prison keeper to dool
the offices of the house, til another be appointed; and whereas the Prison house is out of Repaire, he
said Thomas to repaire what is necessary, both as to the house & fences, & to be allowed for it by the Tre=
surer, & he to have al the Privilodges belonging to sd Prison, viz: the house & Lands & orchard upon the
hil, except onely that the fortification now standing on some part of the Prison Land is to stand dureing
the pleasure of the Courte.

John Crowfoot upon an Examination before the Worshipful John Pynchon Esqr, where he had drunk
drinke that he & others were abused wth, the sumer foregoing this Court, & also was amerced for by
sd Worshipful Jno Pynchon Esqr, he the said Crowfoote did confess that he had sd Drinke of Samll Bliss
senr, & paid him for it, (wch also he owned in open Court) & in as much as sd Bliss had no licence to sell, this
Court therefore do order sd Bliss to be brought into Examination & Tryall for it, either at the next
Court, or before the Worshipll John Pynchon Esqr, if he judge meet to do it.

this Court allowes the Marshal of this County for the yeer past 3li 16s. as a fee for the service he
have done in the yeer past, & this for the yeer past onely, viz. this yeer 1690.

this Court doth order that the widow Knowlton shal have forty shillings allowed her by ye County
treasurer; as the ful paymt for al that may be belonging & due to her, upon the account of her hus=
bands keeping the Widow Jefferies

Wheres Benja: Knowlton late deceased had done concern to the repairing the Prison house ac=
cording as formerly the Worshipll Jno Pynchon Esqr & Samuel Marshfeild had appointed & agreed wth
him, according to order of a former Courte, but sd Knowlton had not finished the worke or pform=
ed the Bargaine, therefore this Court do desire the Worshipll Jno Pynchon Esqr wth Samuel Marshfeild to
view the sd Worke of sd Knowlton, & make report to the County Court, what may be meet to allow
for sd Worke of sd Knowlton.

Samll Terry of Enfield pnting to this Court, that he being engaged for sd Town forty five shillings
in Indian Corn at two shillings p Bush to pay it in to Samll Ely sold on mr Cornish his account for transc=
ribing for sd Town the dets or Laws in ye Dom, Andros his Time, wch was according to the Governmt allow=
ed to be paid by two Justices of the peace, viz. Capt Samll Glover, & John Holyoke, as sd John Holyoke
attests under his hand to the list of his remembrances, & the proportions of the Severall Inhabitants of
Enfield to pay mr Cornish his fees brought to them by Enfield Select men & underwritt; these
therefore (according to the Late Law made since the Revolution, that the County Court shal order al arrea=
rages of Rates to be gathered & paid) in to order & require the then Constables of Enfield accordingly forth=
with to Collect of ye Several Inhabitants their proportions of sd Rate, & to pay in so much of the same
to sd Samuel Terrey to discharge his engagement for the Corne, & in Case of the sd Constables Neglect,
or they to appeare at next County Court in Hampshire in march next to be procuded as for the same; the
Select men of Enfield are further desired to give an account of sd Rate, that the Constable, who then
had it, may accordingly discharge his duty, or in Case of any breach in sd Rate, to perfect the same
as need may be, that sd Constable may be enabled to discharge his duty in paymt of sd forty five
shillings, & what Charges or Costs have accrewed by the Marshals Service, wch is seven shillings in
corn as Money.

ordered in Court Sept: 30: 1690. attests Samll Partridge Clerke:

At the County Court Last at Northampton March 25. 1690. Aquila Barber, the son of Tho: Barber of
Suffield Late deceased, was put as an Apprentice to the Worshipll Jno Pynchon Esqr, upon condition his Wor=
ship did Se Cause to accept him as an Apprentice, declaring so at this Court, & being respited to this Court
& now he the sd John Pynchon Esqr declaring in Court, that he desires to have & hold him on the terms
specified in the former order; Upon sd Termes this Court do now declare him sd Aquila Barber his ffrd or Ap=
prentice, til he be twenty & one yeares of age:

There was pnted to this Court an Agreemt between John Lamb & widow Lydia Norton before their
marriage, that the sd Lydia, if she survive sd Jno Lamb, should have one Room in his now dwelling house
one third part of al his Land arable & mowing ground, or any what soever belonging to sd John Lamb
in the Town of Springfeild, & what may be needful for her use in his barne, & the use of the thirds of
his householde goods shal this dureing her widow hood: & this Court allowes of & Confirmes this Agree=
ment, wch is on file.

The last Wil & testamt of John Lamb of Springfeild late deceased was pnted to this Court, & the witnesses
to sd Wil made oath in Court, that sd Deceased was of perfect & sound mind to the best of their discerning wn
he made sd Wil, & this Court allow of & confirm sd Wil, determining that the Estate be disposed according
to sd

to ffe will: & since then is three acres of medow Land on the East side of the Round hill not willed in
ffd Will, this Court declare their Sense, that Thomas Lamb the Eldest Son of ffd deceased have ye same, as
also a lot given to ffd Thomas by his father in his life tyme; & this Corte do allow & order that Thomas &
Lamb & Samuel Lamb be the Executors of their fathers will, the same being declared & sworn to by one of
the witnesses of ffd Will, that the deceased did express so accordingly: the original of wch Will is on file.

The Inventory of the Estate of Jnd Lamb deceased was presented to this Corte, & Lydia his Relict made oath
to the truth of ffd Inventory, wch is on file.

At this Corte were Proposals for the Settlemt of the Estate of Jnd Scot of Suffield who died Intestate, the
whole Estate being accounted as two hundred twenty four pounds & eighteen shillings: the 24li 8s was
allowed by the Corte to the widow of ye ffd deceased for bringing up the Children & payment of debts & keep=
ing a lame Child, so the Remainder of the Estate is two hundred pounds: of which the widow Scot is to have
one third Part, viz: 66li 13s. 4d. the one half wch of it to be set out to her in Moorables, & to be at
her own absolute disposal for ever, the other half to be set out to her in Lands during her Natural life.
The Remainder of the Estate to divide among the Children is the sum of one hundred twenty & one pounds six
shillings & eight pence, & ten pounds wch is in two Daughters hands already, may come into this division,
wch amounts the sum to 131li 6s 8d. to be divided among the seven Children, the Eldest Son to have
a double Portion or share, the 2d Son a share, & a Quarter, the Remainder of the Children being daugh=
ters, Equal Shares: thence to the Eldest Son, thirty seven pounds ten shillings & five pence, to be set out
to him in Lands, to the 2d Son twenty two pounds eighteen shillings & nine pence, out of the Lands
if the Estate will beare it, else to be made up in moorables, to the five Daughters fourteene
pounds, three shillings & six pence apeice: the two Daughters that have received five pounds apeice already, that to be part
of their portions; wch to the Daughters is to be ffd out in the Moorable Goods; or if they will not
reach it to pay the Daughters, the Sons to set out of the Lands to make up their Portions, or ye
Sons to make up their Portions in pay, wch they shal chuse & Restore the Lands to themselves: those
Childrens Portions that are under age to be to the ffd Widows use, till they come to be of age, and
if any of the Children dye before they be of age, the Survivers to enjoy their ffd Portions Equally among
them.

tt 8d
14.3.6.

There was presented to this Court an Instrumt, shewing an Agreemt between Joseph Leonard, Benja=
min Leonard, & Widow Mary Leonard, the Relict of Abel Leonard deceased, respecting the Estate of ffd
Abel Leonard, viz; that the ffd Joseph & Benjamin Leonards do engage to pay to said Widow Mary
the ful sum of thirty five pounds in pay current, wch they bind themselves & their heires, & to find her with
bread Corne for one yeer, & to free ffd Widow from al debts due any wayes from ffd Estate, & the
said Widow doth upon the Consideration aforesd quit & relinquish al her right title & Interest in &
to the ffd Estate, wch agreemt both parties signed to & did acknowledge in open Corte, wch agreemt is on file.

The Last & Testamt of Willi Clarke of Northampton Esqr deceased was presented to this Corte, & the
Witnesses to ffd Testamt, viz: Midad Sumy & Joseph Parsons of Mass, made oathe before this Corte, that they
were present when ffd Willia Clarke signed ffd Will & testament, being of sound mind, & that he was of sound
mind when he did the same, & this Corte approve the disposition of the Estate of ffd deceased ac=
cording to his ffd Will.

The Inventory of the Estate of Willia Clarke Esqr deceased was presented to this Corte, to wch Wm
Clarke Junior made oath, that it was a perfect Inventory, & being the deceased made his Will &
Last Testament, the Estate is to be disposed according to ffd Will.

The Last will & Testamt of Widow Vbaliah Burt deceased was presented to this Corte, & one of the
Witnesses to ffd Will appeared in Corte (ye other Witnes being dead) & the said Witnes made oath that the
testator was of sound mind to the best of his knowledge: the Estate of ffd Vbaliah Burt to be dis=
posed according to ffd Will.

The Last & Testamt of William Wikes of Enfield deceased was given into this Corte, & the
Testator not have appointed any Executor of his ffd Will, this Corte grant power of Administration
to Charles Williams, & that he performe according to the Will of ffd deceased.

The Inventory of the Estate of William Wikes of Enfield deceased was exhibited to this Corte
to wch Charles Williams made oath that it is a perfect Inventory.

Likewise the Inventory of the Estate of Widow Wikes deceased, the Relict of the aboves
William Wikes was presented to this Corte, & Charles Williams aboves made oath, that it was a perfect
Inventory; & power of Administration is granted to ffd Charles Williams, he being to performe ac=
cording to the Last Will & Testament of ffd William Wikes deceased, al which, viz: the will & ye
two Inventorys, are on file wth the Records of this Corte.

The Inventory of the Estate of James Rising Junr of Suffield deceased was presented to this Corte
to wch John Rising made oath, that it was a true Inventory, & power of Administration ffd James dying
Intestate) is granted to him said Jnd Rising, wch said Inventory of his Estate is on file; And in as much as ffd
John Rising hath had Care of his Brother in the tyme of his sicknes, this Judge ffd meet ye ffd
Jnd Rising have the ffd Estate to himselfe.

Whereas there was presented to this Corte a Coppy of an Agreemt made: ffebr: 17: 1684. between
James Rising of Suffield Senior & John Rising his Son (taken out of Suffield Town Records) according to
wch Agreemt James Rising Senr did exchange his fifty acre Lot & half a medow Lot, for ffd John Rising his
forty acre Lot, & he to have his fathers Lot to himselfe & his heires: this Corte allowes of ffd Agreem, & do
passe

passed the sd Estate, to sd John Rising; And whereas further in sd Agreement, It is Covenanted, y in case said John Rising dy wt out heires, that then the fifty acre allotment Return to the Risings againe & the forty acre allotmt Return to the Relict of sd John Rising, or best his disposse, if he shal be cause to dispose thereof, before his death, or otherwise that the forty acre Lot be disposed of as God in his Providence shal lead to any settlemt of it: this Corte also determine this to be allowed; And further in sd Agreement, It was agreed, that if trouble or vexation arise, that sd John Rising be constrained to remove, yt he shal have liberty to sell this Lot, other Conditions notwtstanding: All wch this Corte do approve of: the Coppy of the agreemt is on file.

Whereas at Sept Court Sept: 26: 1688. John Rising & George Norton entered into bonds for the Security of the Estate of James Rising Senr deceased, this Corte Released sd George Norton of his bond, & the administration is in Jno Rising his sonne only.

The Last Wil & Testamt of mr John Woolcot of Squabang alias Brookfield was presented in this Corte, to wh Samuel Owen a witnes to the Wil made oath in presence of the Corte that sd John Woolcot, in his signed & sealed his said Wil was of sound mind; & the sd mr Woolcot not havinge appointed any Executor of his said Wil, this Corte doe allow Mary his Relict & Johnes & Joseph his two sons to have power of administration upon his Estate, & to performe according to the true intent of sd Wil, wch is on file.

mr George Griswold made oath to the truth of the Inventory of the Estate of Edward Griswold of Westfield deceased, presented in this Corte, & said George Griswold John Gun & Nathanll Bancroft are by this Corte allowed administratorship on sd Estate they giving bond to the sum of ~~ff~~ three hundred pounds for Security of sd Estate.

The Relict of Obadiah Cooley of Springfield deceased appeared in Corte & made oath to the truth of the Inventory of her husbands Estate, & power of administration to sd Widow & Ulrakim Cooley her brother is granted by this Corte, they givering bond to the value of Seven hundred pounds for Security of sd Estate.

The Inventory of the Estate of Samll Rhoe of Suffield was presented in this Corte & Peter Rhoe made oath to the truth of sd Inventory, & had power of administration granted him by ye Corte.

The Inventory of the Estate of Lancelot Granger was presented in Corte & Joanna the Widow of sd deceased made oath to the truth of the Inventory & power of administration on the Estate is granted to sd Joanna, & Samll Granger, who gave bond to two hundred pounds for Security of sd Estate, the Inventory is on file, as are al the others forementioned:

The Inventory of the Estate of Benjamin Barrit was presented in Corte, & Mary the widow his Relict made oath that it is a perfect Inventory, & power of administration is granted to Jno Graves Junr of Hatfield, & Samll Graves Junior of Hatfield, & they two to be Gardians to sd Barrits Children, givering bond to the sum of an hundred pounds for Security of sd Estate: The sd Widow also hath granted unto her by this Corte to have the use or Income of one 3d part of the Estate in house & Lands for the terme of her natural life: Also there falling to the said widow, a smal Portion of Estate, out of her Brother Robert Alexanders his Estate, this Court do determine, yt y smal Portion be to the sd Widow.

Deborah Miller Petitioning this Court, that the Court would be pleased to order that Joseph Ashley afford some relief, as to the great Charge she is at hath been at for the bringing up of the Child she had by said Ashley, & alleadged that she know nothing of any agreemt at a former Court Referred to, viz: June. 4th. 1689: That said Joseph Ashley should be freed from further maintenance of sd Child; this Corte therefore Examined the Records of sd Corte, & find that Joseph Ashley presented a Petition to sd Corte about maintenance of sd Child, upon wch after much discourse & Consideration between the Parties Concerned, (to wit; said Ashley and sd Deborahs Agent, (as in that Record is Intimated) It was agreed that the mother shld keep the Child & said Joseph be free from further Payment, wch their Agreement was allowed by sd Corte: this being al that this Corte can find, & not knowing further what that Agreemt was: this Corte order y it be produced, by fear would have benefit by it, or els wil that doe appeare, the former & first order that Joseph Ashley allow toward the maintenance of the child stand good & be attended to:

The Inventory of the Estate of Benja: Knowlton of Springfield deceased was presented to this Courte, & oath made to the truth of the Inventory (wch is on file) & power of administration was granted to the Relict of the deceased, & to Jno Mirricke her Brother & to Luke Hitchcock

The Last Wil & Testamt of Elizabeth Woodward of Northampton deceased was presented to this Corte and Enoch Kingsley a witnes to sd Wil made oath before the Worshipll Peter Tilton Esqr, that he saw the said testator to subscribe the sd Wil as her Last Wil & Testament, & that she was of sound Mind & Memory wn she did it, & the Corte approve that the Estate of sd deceased be disposed according to the sd Wil of said deceased

Likewise the Inventory of the Estate of Elizabeth Woodward of Northampton deceased was presented to this Corte, & Medad Pumry made oath in Corte to the truth of sd Inventory, & the deceased having made a Wil ordering & disposing of her Estate, the Corte allow & approve that the Estate be disposed accordingly.

The Inventory of the Estate of Samuel Wels deceased was presented to this Court & Capt Jno Allis made oath in Court, that it was a perfect Inventory to the best of his Knowledge, and gave bond for the Security of sd Estate to the Sum of four hundred pounds, Administration being granted to him & his daughter, widow of said deceased, & this Court do determine & order that the moveable Estate of sd Samll Wels be at the absolute disposal of his Relict, & that the Lands be reserved for the Child of said Samuel Wels, but the use & the Improvemt thereof be to sd Relict for ye bringing up her Child by the said deceased

The Inventory of the Estate of Samll Loomis of Westfield was presented to this Court, to wch the widow of sd deceased made oath that it was a true Inventory & power of Administration is granted to sd Widow & said Widow to have one 3d of the Lands during her life, & the use of all the moveable Estate. The Eldest Son of sd Loomis to have a double Portion; & the other Children to have their Portions after this Rule divided to them, viz. the Sons to have a third part more ye ye Daughters in their Portions, & what any Sons or daughters have received already, that to be accounted as Part of their Portions; further a Paper was presented, wrin is shewn that Thomas Hanchet hath received twelve pounds ten shillings & Benja: Smith hath received twelve pounds ten shillings, & John Lee five pounds ten shillings, wch is to be accounted as pt of their wives Portions, who were the daughters of sd Deceased.

The Inventory of the Estate of Jno Barber of Suffield deceased was presented in Court, but his Relict not disposed ye to travel to give oath to the truth of the Inventory, this Court did ye fore order that sd Relict wch is recovered should appear before the Worshipfull John Pynchon Esqr to make oath thereto, & that she have power of Administration on sd Estate; accordingly said deceased's Relict Joanna appeared octo: 6: 1690: before the Worpll John Pynchon Esqr, & made her oath to the truth of said Inventory & that if more appeare she will reveale it to sd Court.

The Inventory of the estate of Danll Colling of Enfield deceased was presented in Court & Sarah ye Relict of the deceased made oath to the truth thereof, & power of Administration was granted to said Relict, & she bound in two hundred pound bond for Security of sd Estate

The Last Will & Testamt of William Miller of Northampton deceased was presented in Court, & one of ye witnesses hereunto, being disabled to travel to ye Court, did before the Hons of the Court appear before the Worshipful Peter Tilton Esqr & make oath that he saw the sd deceased Signe & Seale the Will, & ye other witness appeared in Court & made oath that he saw the Testator Sign & Seale the Will: & this Court order & determine ye ye Estate of the sd deceased be disposed according to sd Last Will & Testamt, wch is on file &c

The Inventory also of the Estate of Wm Miller of Northampton deceased was presented in Court, & ye Relict of sd deceased appeared in Court & made oath to the truth of sd Inventory, ye Estate to be disposed according to the will of the deceased.

The Last Will & Testamt of Widow Vrshula Fellows deceased was presented to this Court & ye witnesses to sd Will, made oath before Peter Tilton Esqr that they were present, wn ye Testatrix did sign said will & did see her seale it, & that she was of sound mind & memory to the best of their knowledge at ye sealing ye of: & this Court do determine & ord that ye Estate be disposed according to sd Last Will of sd deceased.

Likewise the Inventory of the Estate of said Vrshula Fellows deceased was presented in Court, to wch mr Samuel Partridge made oath that it was a true Inventory, & if more appeare discovery thereof shall be made; the Estate to be disposed according to the will of said deceased.

There was presented in into the Court a paper containing something that the Revd mr John Youngloue deceased did write, how that Timothy Hale Senr of Suffield did come to his house, & say to him, that he came to make his will, being a little before the death of sd Timo: Hale, wch declaration or signification of sd mr Youngloue this Court did allow of & determine to be as his will & Testament — The said declaration of sd Hale's mind is as follows, ye it to say, that his wife have what Estate God had given him for her maintenance, & the families supply, & that it should be kept together & not divided til after her decease, & then to his Eldest daughter, who was married to Jno Riling, he gives five shillings, wch he willed to be the Conclusion of her Portion of his Estate; & for his two Sons, ye are abroade out of his family, to ye he said he gave ye tyme for trades, that should be ye whole Portions: And the whole Estate wch him, after his wives decease, that it be to his three Sons wch him, & his Youngest daughter; To Timothy his Eldest Son, he gave the one halfe of his homelot, that side next to mr Glovers Lot; And ye other halfe of his homelot he gave to his Son Samuel: & his outlands he gave to his Youngest Son Josias: And for his daughter, he said he would have her have of the Moveables, what her mother could spare or leave her, if it could amount to twenty pounds: And further Jno Hazeler did appear in Court, & made oath to ye above written by mr Youngloue, that it was the mind of sd Timo: Hale so to dispose & settle his Estate; as also that upon his death bed, that sd Timo: Hale addd something more particularly, viz: that his youngest daughter for her portion might have twenty pounds: & this Court do determine & order that Distribution of Timothy Hale's Estate be according to the above sd declaration & testimony: the original is on file wch the Records of this Court

The Inventory of the Estate of Thomas Dewey of Westfield deceased was presented to this Court to wch the Widow his Relict made oath, that it was a true Inventory & power of Administration is granted by this Court to sd Widow the Relict of sd Tho: Dewey, & to his Sons Adijah & Samuel, they giving bond to four hundred pounds for Security of sd Estate

And for the settlmt of the Estate of sd Tho: Dewey, there was a writing presented to this Court subscribed wch the Names of Adijah Dewey Samuel Dewey Mary Dewey Hannah Dewey the Natural Children of sd deceased, wherein they say, That We the children of sd deceased have agreed wch the complyance of their mother, that the four sisters Mary Hannah Elizabeth & Abigaile shal

said ye out of the Estate sixty pounds a piece in current pay, & al the Rest of the Estate be divid-
d be divided among the three Brothers Abijah Samuel & Israel, only allowing Abijah to have
ten pounds more then the other Brothers: And their desire is that their mother may have her
thirds out of the whole: All wch this Corte allowes & approves of for a Settlem^t of the Estate of s^d
Thomas Bewey: ye s^d agreement is on file)

The Inventory of the Estate of the Ree^d m^r Jno Younglove deceased was presented to this Court
& power of administration is granted unto the Widow m^rs Sarah Younglove, who hath not made oath
to s^d Inventory, bec: unable to Come forth, by reason of Sickness; & wch she is able to Come forth-
ch is to make oath to the truth of s^d Inventory, before the Worship^ll Jno Pynchon Esqr (the Inven-
tory is on file wth the Records of this Corte:) & accordingly: Feb^r: 11:1690 she hath appeared befor
the Worp^ll Jno Pynchon Esqr & made oath to the truth of s^d Inventory & that if more Estate doe
appear she will reveal it to the Corte.

At a County Court holden at Northampton March: 31: 1691:

Where were present for the holding of this Court
The Worshipful Peter Tilton Esqr one of the magistrates of this Colony:
& the Worshipful Maj^r John Pynchon Esqr impowered wth magistratical power
& Capt Nathan Cooke & Capt Sam^ll Partridge } Associates.

The Jurors were
Ensigne Timothy Nash.
Capt Preserved Clap.
Tim^o: Baker
Thomas Lyman
John Catlin
Josiah Bewey Senr
Sam^ll Dickenson Senr
Ebenez^r Strong
Samuel Allline
Peter Montague
Sam^ll Lewis
James King
George Alexander

Sam^ll Owen Plaintiffe p^l contra Joseph Markes Defend^t in an action of the Case according to attachment
In the action depending in Court wch Sam^ll Owen was Plaintiffe, & Joseph Markes Defend^t, the testimo-
nyes & Evidences in the case being procured & read in Court & transferred to the Jury, they brought in ye Ver-
dict that they find for the Pltf two pounds thirteen shillings whereof ten shillings in money, & Costs of Corte
as per Bill allowed of in Corte, two pounds ten shillings; & for that s^d Markes is captive at Canada, & out of the Juris-
diction, Judgment is respited to the next Court according to Law.

William Clarke of Northampton plaintiffe p^l contra John Clarke his Brother defend^t in an action of the Case according to attachm^t.
In the action depending in Corte between William Clarke Pltf & Jno Clarke Defend^t, the testimonyes & Evidences in the
Case being proved & read in Court & Committed to the Jury, they brought in ye Verdict that they find for
the Plaintiffe, the s^d Obligation, for the Way Indivi-
dual five acres of Land, wch the s^d Jno Clarke hath in
possession, that is of that Lot, wch is Commonly Called Wil-
liams Clarkes Triangle Lot, lying next Sam^ll Cuties Lot
& three pounds Damages & Costs of Courte, wch are as p^r
Bill allowed of in Corte one pound thirteen shillings &
two pence.

Chest Goldthwaite Plaintiffe p^l contra the Selectmen of the Town of Northampton in behalfe
of said Town Defend^ts in an action of the Case according to attachment
In the action depending in Courte, wch Richard Goldthwaite King was Plaintiffe & the Town of North-
ampton Defend^ts by ye Attorney m^r Joseph Hawley, the Testy & Evidences in the Case being
produced & read in Courte, & Committed to the Jury, they brought in their Verdict, that they
find for the Defendts Costs of Courte, wch are as p^r Bill allowed of in Courte, One pound —
four shillings & Eight pence.

Whereas at a former Court distribution was made to Mary Moody, a Portion out of her
fathers Estate, wch was tied to her & her Children only, wch the Widow or Relate to s^d Moody, &
others Concerned find Inconvenient, & desire it may not so be tied, this Court therefore doth grant
at liberty to her to her & her husband Pantherus disposal of & beloofe.

Francis Barnard Plaintiffe p^l Contra John Dickenson Defend^t in an action of the Case
according to attachment,
In the action depending in Courte wch Francis Barnard was Plaintiffe, & John Dickenson
Defend^t, the testimonyes & Evidences in the Case being produced & read in Court, & Committed

to the Jury, they brought in their Verdict, that they find for the Plaintiffe (if the Law will allow a man to sue for the Use & Improvem^t of Land or other thing whatsoever without any promise bargaine or agreem^t or Lease) three pounds ten shillings by the yeere, for twelve Yeeres, improvem^t of the Homestead in Controversy, wch comes to thirty nine pounds in Current^y pay wth ordinary Reparations, & Costs of Suite, but as for extraordinary reparations the Jury middle not with all; But if the Law will not allow a man to sue for the Use & improvem^t of any Land whatsoever wth out any promise bargain agreement or Lease, ye we find for the Defendant Cost of Courte: In this verdict there was not Leisure to ye defendants accounts, wch he presented, & it being a special Verdict as aboves^d, wch the Court are to decide; this Court have Respited that matter to the next Court, in hopes ye parties will agree.

ffrancis Barnard Plt. p^t Sam^ll Northam of Deerfeild Defend^t in an action of the Case according to attachm^t.

In the Action depending in Court wherein ffrancis Barnard was Plt: & Sam^ll Northam Defend^t, the testimonys & Evidences in the Case being prouned & read in Court & transferred to the Jury, they brought in y^e verdict that they find for the Plaintiffe, Twenty Seven pounds thirteen shillings & Costs of Courte, as p^t bill allowed of in Court £1=10^s=6^d:

Sam^ll Ely Plaintiffe p^t contra James fford Defend^t according to attachment.

In the Action depending in Court wth in Sam^ll Ely was Plt, & James fford of Brookfeild Defend^t, the testimonies & Evidences in the case being prouned & read in Court & transferred to the Jury, they brought in their Verdict, that they bring in according to the obligation & find for the Plt: forty six shillings in money, leaving it, & presenting it to the Court to Chaunce the obligation as the Judge meet: Now this Court doe abate upon p^t sum to twenty three shillings in money as Costs of Court as p^t Bill allowed of in Court £1,14^s 04^d:

the heirs of the estate of Thomas Meakins Junr (complaining that the moveables are Gone ye know not how p^t dispos^d) that Deacon Coleman & the heirs of Capt Jno Allis may be required & ordered to give an account of their Administring to the next Court.

Capt Jno Allis of Hatfeild deceased, being Guardian to the Children of Thomas Meakins Junr & Mary his wife deceased, & the s^d Children showing in Court their desire of Ens^n Daniell White & Jno White of Hatfeild to be Guardians for y^e, & to Looke after their Estates, said desired Persons were Guardians allowed by this Court

Peter Mountague of Hadley Sam^ll ffield & John White of Hatfeild, Isaac Shelding & Sam^ll Cutlice of Northampton & Simon Stebbins of Deerfeild tooke the Constable oath for ye Respective Towns.

Licence to Sell drinke, & Keep a publicke house of entertainm^t is granted to Sam^ll Ely of Springfeild, he Keeping good order in his house & suiting al Persons Inhabitants of the Town of Springfeild, & others, especially such as are in Sickness or otherwise in necessity for their Money or pay, & he hath it in the house.

Sam^ll Partridge Administrator to ye Estate of Sam^ll ffoot deceased, now being allowed Guardian to the children of s^d deceased, p^ented to this Court Several Indentures, whereby the Several Children of s^d ffoot (his wife being also deceased) were set out, al but Samuell, who is set out to m^r Joseph Whiting of Hartford, al wch this Court approves of, & also to approve & Confirme deeds of Sale not fully confirmed by the s^d deceased at his living.

Thomas Belknap being Convicted of Drunkenness, wch sin abounds & to restreine s^d sin, & to give due testimony at s^d sin, this Court have adjudged s^d Thomas Belknap to pay as a fine to the County Ten shillings money, wch kept in Court:

Whereas m^r William Clarke Senr deceased, made sedal deed, & Conveyances of Lands in Northampton to his Sons & others, this Court appointes & approves that Wm Clarke Junr his Executor doe fully Compleate any such deed according to Law:

Thomas Bracey is by this court freed from watching by reason of the Incapacity of his body he having applyed himselfe to his chiefe officer, & said officer giving testimony accordingly.

The Widow Barber appearing in Court & shewing her dissatisfaction that her son Christopher Barber was put out by the Courte to Colonel Pynchon wth out her Knowledge, wch notwithstanding in as much as the Boy was put out by the Court, and said Woman

as she owned he commanding her son Thomas to fetch Aquila away from the place where he was set & put, said Woman & her son were dismissed & Aquila released to her.

Capt Aaron Cooke & Noah Cooke Sons & Executors to the estate of major Cooke deceased, presented to this Court an additional Inventory to the estate of their father to which they made oath, & if yet more estate appear yy will readily make discovery of it.

Deacon Pumry & Joseph Parsons presenting before this Court the low & indigent estate of two orphane children of Peter Bushrod deceased, they having been impowered administrators upon his estate, this Court fully impower the aforenam: ed persons to dispose sd Bushrods estate either in the land or the moveables for the bringing up sd children, & also impower them as Guardians to dispose out sd Children to apprenticeships, or otherwise for the good education of sd children.

Mary Ball (alias Stebbins) petioning this Court for distribution of the estate of her husband Saml Ball deceased, the parties concerned in said estate not appearing, the matter is respited to the next Court at Springfield.

Ezekiel Dickenson petitioning this Court for a licence to sell liquors & keep an house of publick entertainmt, there appearing nothing from the Town of Hadley, nor Selectmen giving yr Consent thereto it was suspended &c.

An agreemt made between the Children of John Stebbins deceased which is as followeth, viz.

John Stebbins hath sold to William Southwell who married Sarah Stebbins a Lot in yt meadow wch was formerly nd Cornish his Lot, for wch sd Southwel for wch sd Southwel is to give after the rate of five pounds ten shillings pr acre, wch is to be in consideration of what is due to sd William Southwel, out of the whole estate of the sd Stebbins deceased, & in case there be more Land in the above said Lot, & Comes to the money, wch said William is to receive at the rate of five pounds ten shillings pr acre, wch said William is to receive as his proper due out of sd estate, then he said William for what there is more is to pay in current pay to John Stebbins, after the above rate of five pounds & ten shillings pr acre.

For what is due to Thomas Strong who married Mary Stebbins, Thomas Stebbins is to alienate to him one acre & half near to Capt Clapps Land in Hogs Bladder, & five pounds in current pay, this Thomas Stebbins doth engage to performe.

For what is due to William Phelps & Benja: Alvard, who married Abigail & Deborah Stebbins, Benoni Stebbins doth engage to alienate to ym a Lot wch was formerly Rich: Goodmans, bounded by the high Way Westerly & John Hubbits Land Southerly & by the Land of Joseph Parsons Northerly, & easterly to the middle of the Pond: And the sd Phelps & Alvard is to pay to Benoni Stebbins ten shillings pr piece.

And the obligations or paymts above sd according to the true intent of the premises above being performed, the sd William Southwel Thomas Strong William Phelps & Benja: Alvard do engage acquitances to the above sd Stebbins's, to discharge the estate of any more challenging any more as due to them from the estate; only in case any of the children not now of age do before they come to age, that then their portion or portions is to be divided amongst the survivors. In testimony the above said premises (they by) is yr agreemt, We have hereunto set our hands this 2d of April 1691.

John Stebbins. Thomas Stebbins. Benoni Stebbins.
Willia Southwel, William Phelps, Thos Strong, Benja: Alvard.

And further John Shelding who married Hannah Stebbins is to have of Thomas Stebbins two acres of Land out of the gt Lot next to the high Way, wch Thomas doth engage to make over to John Shelding, wch being done the sd John Shelding is to discharge the estate of any further demands as to the thirds of the Land or other estate, wch is now to be divided, In testimony whereof they have hereunto set their hands April 3d: 1691. the Land is to be next field Lymans

John Shelding.
Thomas Stebbins.

The above sd testators appeared & owned the above sd instrumt to be their act & deed before this Court and this Court allowed & approved of the same as attest Samuel Partridge Clerk.

Mrs Hannah Jones of Northampton petitioning this Court to have the thirds of all her husbands housing & lands that he was possessed of in she married him, this Court grants her desires according to Law tit: Dowers: p. 92. (except she hath alienated any of sd lands by her own act) and have appointed the Town Measurer in Northampton to set out to her by mete & bounds the third part of all such housing & lands.

Whereas Jedidiah Strong Senr who formerly married Abigail Stebbins Relict of John Stebbins deceased, & they entred on the Estate of Jno Stebbins deceased, & sd Abigail wife of Jedidiah Strong is now deceased & the sons of sd Stebbins, viz. John Benoni Samuel & Thomas Stebbins the one Party & Jedidiah Strong on the other Party have & by these pseents Doe agree as concerning sd Estate, wch was formerly belonging to sd John Stebbins deceased, wch is now in hands of sd Strong, wch agreement is as followeth, viz: The sd Strong is to pay four daughters their Portions, wch was allotted to ym by the Court wth the Courte wd they come of age (but not that wch they had in Reversion at their mothers decease) out of the moveables Estate of sd Stebbins, but not out of the Lands, wch is to be understood, that he yeld Strong doth hereby agree to pay these four daughters their portions in moveables their full due wch they were to have wd ym come to age, that is to say, the whole Sum, except Eight pounds & also to Resigne up all his Right & Interest that he had or might have had in any of the houses & Lands belonging to the sd Stebbins, in Consideration of what is above engaged, the said Stebbins do engage to acquit & Release the sd Strong from any further demands or challenge of any thing further of him, but they agree to take houses & Lands together wth ye fences belonging to ym in the same condition they are now in, & to take care of the Young ger Children, that they may have their Portions, & they do engage to free & acquit the sd Jedidiah Strong fro any further Charge Concerning ym, or any other matter concerning sd Estate, any further. Then is above expsd, to this agreement they all agree & bind ym selves ym heirs Execrs & Admrs each to other, In witness whereof, they have hereunto set ym hands & seals this 15. Apr: 1690. Item to be understood, that In Case the sd Abigaill Stebbins alias Strong did Wil any thing, wch is not performed, that this agreement doth not bind any thing as to that matter

Signed & Sealed in the pseence of
Madad Pumry
William Southwel
John Taylor

Jedidiah Strong
John Stebbins
Benoni Stebbins
} wth three Seales affixed

The above sd was allowed of in Courte

The above sd Jedidiah Strong was released any further administring on sd Estate, And the Guardians were appointed to the Younger Children of sd Stebbins deceased, viz The Thomas Strong Junior Guardian to Benjamin Stebbins, & Jno Gledding Guardian to Thankful Stebbins, & ye sd The: Strong also Guardian to Rebecca Stebbins: And as to distributing sd Estate Mr Hawley is added to those formerly chosen for that Worke, instead of David Burt deceased

Hanah the Relict of Joseph Edwards of Northampton deceased pseented to this Court an Inventory of her late husbands Estate, to wch she made oath, it was a true Inventory, & if more Estate do appear she wil readily make discovery of it, & sd Edwds dying Intestate power of Administration was granted to Benoni Stebbins said Widows sd Husband & Benja: Edwards Brother to the deceased who gave bond to the sum of Two hundred & Sixty pounds for Security of sd Estate, & to give account of their Administring on sd Estate.

Samll Edwards & Benja: Edwards of Northampton Executors to the Estate of their father Alexander Edwards deceased pseented to this Coste an Additional Inventory of the Estate of the deceased, to wch they made oath it was a true & further Inventory, & if yet more Estate appeared they would make discovery of it.

Benjamin Bible pseented to this Courte an Inventory of the Estate of his father Abraham Bible deceased to wch he made oath that it was a true Inventory, & if more estate doe appeare he wil readily make discovery of it, & sd deceased dying Intestate, power of Administration was granted by this Coste to sd Benjamin Bible & The: Huckley, who gave bond to the sum of one hundred & Twenty pound for Security of sd Estate & to give account of ye administring.

Hannah the Relict of Samll Davice of Northampton deceased pseented to this Coste an Inventory of the Estate of her late Husband, to wch she made oath, it was a true Inventory & if more Estate appeares she wil make discovery of it: and he dying intestate power of Administration is granted unto Samll Bartlet & Benj: Edwards, who gave bond to the sum of one hundred & Sixty pounds for Security of sd Estate, & give account of the administring, & said Administrators are also impowered as Guardians to the children of sd Davice's by his first to put ym out to Apprentice &c.

Richd Bicks appearing in this Coste & shewing his dissatisfactio, yt wt as at the Coste in March last, the Court allowed him & his wife Twelve pound a piece out of the Estate or Portion belonging to Silence Allyne deceased for bringing her up, & it being put out to the disposal of his

wife he pleaded, he pleaded Right to the Twelve pound wch was expended in his time to that his dispose, wch this Colte Granted, & the distribution & further settlem^t of those concernes as followes

An Account of the Distribution of the Estate of Nehemiah Allyne.

The Honoured County Colte ordered, that the Eldest Son Saml Allyne should have an hundred pound, & the 2d son fifty pound & the four daughters forty pound apeice, & the remainder of the Estate was given to the Widow, she quitting the thirds of the Land &c:

Accordingly I being stated Administrator to sd Estate have ordered as to the paym^ts of the 4 Children their portions as followeth, onely it is to be noted that the youngest child being since dead, the honoured Court have allowed to ye sd Widow, & her now thy Husband, twenty four pounds out of that Childs Portion, & the remainder of her Portion to be equally divided amongst the surviving children; And accordingly I have ordered that as to the Eldest Son Samuel, his portion being an hundred pounds, & his share out of the Childs Portion wch is dead being three pound four shillings, & also is being due to him for money paid towards the finishing the house. y Sum of three pounds fifteen shillings, so that the whole due is one hundred six pounds nineteen shillings.

for his portion he is to have out of the homestead —	41^lt	19^sh	00^d		
To one Lot at the lower end of Munham at — — — —	26.	10.	00.		
to three acres & halfe in the nooke at — — — —	16.	00.	00.	106.	19.
to Hatts lot at — — — — — — — — —	13.	00.	00		
to an Horse 4^lt 10^sh: joines to oles 5^lt — — — —	09.	00.	00		

ffor Nehemiah Allyns Portion it being fifty pounds, — — —					
& he is to have out of his sisters Portion — three pounds four shillings				the whole being	53. 4.
And for his Portion is set out to him in the homestead. the sum of —	23.	05.	03		
To Woodfords Lot in Munham at 21^lt 05. 09^d — — — —	21.	05	09		
to what he is indebted by agreem^t to learn a trade — — — —	03	00.	00.	53.	4
to one acre of Land & sixteen rod in Alexanders Lot. — — —	03.	13	00		

Sarah Allynes Portion, being wch her share of her father wch died forty three pounds four shillings

to her part in the homestead. 23^lt 6^sh 3^d. 0^lt	Smiths Lot. 19^lt 18^sh —			43^lt	4^sh	3^d
To Hannah Allyne, her portion being 43^lt 4^sh						
to her Part in the homestead 23^lt 6^sh 3^d & m^d Ways Lot 15^lt —				38^lt	06^sh	3^d
to one acre out of Hanchets Lot. 0^lt — — — — — — — —				05	00	0
To Ruth Allyne her portion being the sum of 43^lt. 04^sh.				43.	06.	3
to her part of the homestead. 23^lt. 6^sh. 3^d. halfe raine bow lot 10^lt. —				33^lt	06^sh	3^d
& out of Hanchets Lot she is to have at 4^lt 18^sh p acre so much as comes to the sum of — — — — — — — — — — — —				09.	07.	9.
				42^lt.	14:	0.

And for the remainder of the Estate it is ordered that Sarah Birks shal have at her own choose the Remainder of Alexanders Lot, wch is about or near two acres, at 9^lt 5^sh & 2^lt 15^sh more out of the moveables for Satisfaction for what the honoured Colte allowed to her for bringing up the Youngest child, & for the remainder of the Land wch is about one acre & a quarter in Rainbow but what is in Hanchets Lot, wch is an acre & halfe more or lesse, & the pasture above Isaac Childs that being about four acres, this to be & remaine in the Custody & free improvem^t of Richd Birks who married the mother of the forsed Children, till the children redeem it: onely it is to be considered, y^t if as ye children, or some of y^m, having taken some moveables in p^t of y^r portions, as Samuel the Eldest hath taken Nine pounds ten shillings to his satisfaction in moveables; and Nehemiah indebted three pound; & the honored Colte having granted him twelve pounds as Compensation for bringing up the Youngest child while it lived, the whole wch of him is twenty four pounds ten shillings, that so much Land be made over to him as his own proper Estate, giving the Lord Seven years to redeem it. The above sd allowed of in Colte,

The State of Robert Lyman now Resid^t in N: Hampton being presented to this Colte, as being under some Distempature, & not able to manage his affairs; the Select-men of Northampton are ordered to take of him, & his Estate that it be managed for his maintenance, & hereby are impowered to dispose & put out his Children, presenting the same to the next County Colte for Confirmation.

Joseph Ashley of Northampton being ordered by a former Court to pay for the bringing up an illegitimate child begotten by him of Deborah Miller, & the last Court at Springfield Sept: 1690 had some Consideration of this matter, & Concluded if there had been no agreem^t betwixt the parties, the former order of payment should stand; & now Jose: Ashley appeared producing sufficient proofe that on Saml Lathfield as Deborah's Agent, as he said, agreed wth him said Joseph that sd Deborah shd maintaine y^e

maintaine the child her Selfe; & ni as much as said Debora denyes her Improvem^t of s^d Mat^{ll}
field as an Agent in the matter wth m^r Matfield to Clear it that he had power to det in this
matter, or Some way to pacifie the matter amongst y^m, ni as much as he so fully agreed in this m
ter, ni^{th} former Colte as above
Edmund Marshal of Suffield & Edward Neale of Springfield are by this Co^{rt} freed f^{rm} military exercis

Anna Clary Executrix to the Last Wil of Jno Clary Senr her father in Law deceased p^{sent}ed to this
Court the Last Wil & Testament of s^d Clary, to wch the worship^{ll} Peter Tilton Esqr & Samuel
Moody made oath, if they were p^{sent} & Saw Said Clary Sign & Seale Instrum^t as his Last
Wil & Testam^t, & that he was to the best of their knowledge of Sound & perfect Remembrance
when he made it, Also this Court approve of it, & s^d Executrix accepted of Executorship before the
this Courte.

An agreem^t made between the Widow Lyman, the Relict of Lt Jno Lyman of Northampton
deceased & her children, wch follows, viz:

1 The Children all agree that their mother shal have one third part of al the Lands & housing in
Northampton to be at her own Improvem^t & disposal during her Natural Life, & also one hundred
pounds out of the moveable Estate to be at her own free disposal
2 There being Three Daughters, It is agreed y^t y^{ey} shal have Sixty pound a peice p^d to y^m out of the
moveable Estate.
3 There being ni Estimation Eighty acres of Land in Northampton Medow, it is agreed y^t
John Lyman shal have Twenty acres out of it, & that Lot wch his house now stands on, & ye y^e
homestead being to be divided between the Sons, y^t Jno shal have a double share therof,
& that John is to have three Acres of Land, wch Benjamin is to have, & he Comes to be of age
to improve, til he Comes to twenty & one yeeres of age, & John is to have one horse
Moses Joseph Benjamin & Caleb are to have fifteen acres of Land a peice out of the a=
boves^d Eighty acres, & Each of y^m a single share of the homestead
4 As for al other Lands belonging to the Estate of Lt Lyman a fores^d, it is agreed that it shalle equ^ll
divided amongst the Sons
5. John Lyman is to pay to his Brother Caleb Lyman, w^n he Come to age forty shillings, & the Rest of
the Sons are to pay Caleb Twenty shillings a peice w^n he Comes at age.

According to the above mentioned premises in order to the settlem^t of the Estate of Lt John
Lyman deceased, Both the Widow & the Children humbly Craved Intreate the honoured Court
Courts to allow of & Confirm the Same, & that the above^d premises is according to what they al
have fully agreed on, y^t Day, we testify by setting hereunto (y^t is the agreem^t or Instrument) our hands this
first of April 1691

Dorcas Lyman; Jno Lyman, Moses Lyman, Joseph Lyman
Benja: Lyman, Caleb Lyman, Sam^ll Wright, Mary Lyman, Dorothy Lyman

Allowed of In Colte as a settlem^t of Lt Lymans Estate: Administration granted to m^r
Dor: Lyman, Jno Lyman & Moses Lyman, the s^d Widow to have the use of the Children Portions under
age, til they Come to be of age.

George Granger of Suffield being p^{sent}ed to this Colte for neglecting the publique worship of G^d
& he petitioning this Colte pleading his Sickness Weakness & want of Clothes this Cold winter, this Co^{rt}
ordered the Worship^{ll} Colon^{ll} Lynchon find for him bifor him & admonish him &c.

Japhet Chapin p^{sent}ed to this Colte an Inventory of the Estate of his Wife Sarah Baldwin
wch he made oath (she dying Intestate) y^t it was a true Inventory, as far as Could be come at at p^{re}
sent, & if more Estate do appeare, he wil make discovery of it to the Court, & power of Administ
ration was by this Colte granted to s^d Japhet Chapin, he giving In bond to twenty pound for
Security of s^d Estate, also this Court Impowered him as Guardian to the Orphan Children of the
deceased to take Care of them & ye Estates &c.

Deacon Jonathan Hunt of Northampton Administrator to his sister Mary Ingersol deceased
her Estate, & Thomas Ingersol Eldest Son to the deceased Jno Ingersol his father, have mu
tually agreed as to s^d Thomas his Portion of his fathers Estate that It shalle as followeth. viz
the s^d Thomas that Homelot on the West side of the high way over against his fathers Land in
Westfield, & the half of his two Lots In the medow of the great Lott Lying next the
high way, & the other Lot abutting upon the high way Easterly, al wch shal be to him &
his heires for ever, he paying out in Current pay to the other Children the full Sum of Eight
teen pounds, by order f^{rm} the Administrator a fores^d, the above^d was allowed of In Colte
& Deacon Hunt a fores^d is appointed Guardian to the s^d Jonath^n Mary Ingersol deceased this

children under age, to Looke after their estates & dispose ye out to Apprentices,

That being a motion by some of the Jury that a Settlement May be of the Road between Westfeild & Springfeild in reference to making the bridge over paucatuke brooke wch is neglected since that feild there hath been fenced in & occasioned the altering the place of the bridge, wch a Causey was to it on Westfield side account & by ye done, wch now seems to fal on Springfeild side of the brooke, It is ye for ordered that the Selectmen of Springfeild and Westfeild do agree & state what affaire whoshal dor the whole, & take care that the bridge & Causey be al made good & sufficient ag next County Cotte or else yo appeare to answer for their neglect.

James fford & Jno Laurence of Hadley being bound out to this Court by the Worship Peter Tilton Esqr for fellonioufly taking killing & converting to their own use a beast or steer of betweene three & four yeares old, of one Jrace Georges, who prosecuted by his attourney Hezekiah Dickenson of Hadley, the Court hauing heard the Case, & finding the meate & hides in their hands, the sd Laurence also, who appeared acknowledging the same, wch bullocke ye tooke most fellonioufly & killed, being valued betwixt four or five pounds, this Court do award the sd ffellons to pay according to Law, treble damages, yt is to say, fifteen pounds to the sd Grace George, including in this sum of fiftein pounds, the Defends Costs & Charges on occasion of the action; and moreover as a due Witnes ag these said fellonious & Abominable Practises do Declare yo sd James ffords bond of ten pounds to be forfeited, for he appeared not, but wd drew himselfe, & if for sd sum to be paid to the County by his Sureties, & that John Laurence pay as a fine for his gesipous Crime & abusiues, & Constables Charges shalbe pd out of the above aforesd sum of fiftein pounds &c:

This Court hauing considered the Petition of Seuerall Inhabitants of Springfeild that the County Road over Agawam River fro Suffield to al the Towns above wch have occasion for passage may be stated & settled, wch hitherto, the many Ways for it have been made, but not been effectually done, to the damage of the Country, & all Travellers whom the Law provides shalbe raised & high ways Layd out most Conuenient, directing of County Cotte upon Complaints to appoint two men of each next Towns to Lay out such high ways, wherefore this Cotte doth according to said Law appoint & impower two men of Suffield, the next town southerly, viz: Joseph Harmon and Jonathan Tailor, wch two men of Northampton the next Town Northerly, viz: Joseph Harmon & Ebenezr Strong, together wch Tho: Noble of Westfield, upon view, to Lay out sd High Way or Country Road, by or through the Comon feild at Springfeild, wch Agawam River passes thereby, which may be most easie & safe for Travellers & Teams & low passage over Agawam River, & to do it effectually, so as to prevent further Complaints of that nature, wch we have too long heard of, & sd persons or least three of them are to make return of to the next Cotte at Springfeild under ye hands of what they do therein, & of what satisfaction shalbe made, if any be needful to sul persons, whose lands must necessarily be taken of according to the Law for County high Ways. & the persons abovementioned to attend sd Worke seasonably at such time as Medad Pumry shal appoint shal appointe, wch some fro Springfeild, viz: Thomas Tailor & Joseph Bedortha or any other that Town may appointe shal attend ye to shew or direct where or how said high Way may best be stated for the Countrys Advantage, And this being done, then, as to the other part of Springfields Petition, that the Proprietors of Land over Agawam may have a way from ye meadows to said Country Road, It is ordered that the Selectmen of Springfield shal according to Law Lay out said ways for their Town & Proprietors as they Judge need fit, allowing any persons damages ye. to the County Cotte &c:

Timothy Bakers will to the Children of Joseph Baker deceased somtime of Northampton & Tho: Lyman & Ruth Lyman the wife of Thomas Lyman formerly wife to the aforesd Joseph Baker & mother to the Children, & Ruth & Mary Baker of the Children aforesd, that are now of age desire that the honoured Cotte will be pleased to settle the estate wch was the Estate of Joseph Baker aforesd in manner & form following, the Lands for to be divided betwixt the eldest son viz Sam Baker hauing in value ten pounds worth of land more than Joseph Baker, ye sons of the aforesd Joseph Baker deceased thus, paying twelue pounds apiece to the two sisters, sixe pounds apiece to Ruth, & sixe pounds apiece to Mary Baker, ye daughters of the aforesd Joseph Baker deceased: And the aforesd Thomas Lyman the father in law to the aforesd children doth engage to pay (who is dominichated by his wives rights) out of the moueables forty pounds to the two daughters Ruth & Mary aforesd this forty pounds to be equally divided betweene

the

the said daughters; also their Grandfather William Holton hath given by deed under his hand & Seale twenty pounds to the sd Daughters before mentioned as an Estate belonging to the Estate of the aforesd Jose: Baker deceased, although by a later donation yet being performed & done, the sd Thomas Lyman to be acquitted & discharged from al debts, challenges or claimes whatsoever that is from that estate wch was the Estate of the said Joseph Baker deceased, the sd Tho: Lyman paying al Rates during his Improvement of the sd Lands.

Thomas Lyman
Ruth Baker
Mary Baker.

The Court allowed ye aboves d as a settlem^t of the Estate of Joseph Baker.

To the honoured County Court now sitting in Northampton Jany King petitioneth, That whereas your Petitioner married Joanna Alvord Relict of Tho: Alvord who left Three sons, the Eldest of ye being about five yeares old at his decease, the bringing up of wch Children must needs be very chargable, the Estate being Inventoried at One hundred Thirty & five pound eleven shillings & ten pence, Sixty one pounds wch of it in moveables, Your Petitioner humbly moved this Court, that he may have the free use of the whole Estate, til the Children come of age & fifty pounds out of ye moveable Estate at his own absolute dispose in consideration of his bringing up the Children.

This is allowed of as a settlem^t of the Estate after the ffeast of the Estate of Thomas Alvord deceased.

Deacon Jonathan Hunt presented to this Court an Inventory of the Estate of his Sister Mary Ingersol of Westfield deceased, who died Intestate, to wch Inventory he made oath, it was a true one, so far as he knew & if more Estate appeared, he would make discovery of the same & power of Administration is granted by this Court to sd Deacon Hunt, & to John Ingersol Son to the deceased Mary, who gave bond to the sum of one hundred & seventy pounds for security of sd Estate, & to give account of their Administration on sd Estate.

Upon the petition of some of the Inhabitants of Suffield objecting ag^st a way of Rating in sd Town viz upon Lands only, wch is of the hard to many Widows & others, Wherefore this Court Judge it meet to send of advice to sd Towne, to order that affair so as may be most satisfying to all, viz to dispose al rakable estate at an indifferent value rent or alike to order the Law provide Title. Lib: Clerg. Sect. 2. in raising for publick dues, viz that al Inhabitants & Proprietors dispised for Heads, Lands & stockes of Cattles horses Sheep Swine, &c and propose it to said towne, to agree upon such a way, as wi Judge may be most satisfactory to the whole, & according to the rules of Righteousness, and wch of sd Town agree not in, This Court wil hereafter give further order about it, but account it most proper & advantagious, & to better satisfaction to agree among themselves.

Hanah the Relict of Joseph Root Junr deceased presented to this Court an Inventory of her late Husbands Estate, who dying Intestate, to wch she made oath, it was a true Inventory, and more Estate appeare, she wil make discovery of it to the Court, & power of Administration was by this Court granted to sd Hanah Enos Kingsley & Joseph Root her father in Law, who gave bond to the sum of Eighty five for security of sd Estate, & for to give account of their administring on sd Estate.

Mary the Relict of David Burt of Northampton deceased, who died intestate, presented to Court an Inventory of the sd Husbands Estate, to wch she made oath it was a true Inventory so far as she knows, & if more Estate appeare, she wil readily make discovery of the same, & power of Administration upon sd Estate was granted to sd Mary, & to Henry Burt Son of the deceased, who gave in bond to the sum of Foure hundred pound for security of sd Estate & to give account of their administring on sd Estate.

For the more ready way of settling the Estate of David Burt deceased, ye widow Mary Burt desires her Eldest Son Henry Burt, wch is of age to act for himself, & the rest of the Children under age & some of ye friends agree as followeth, if the honoured Court & the Court to confirme it, viz. that the Eldest Son to have a double Portion of the Lands in the Meadow, wch was his fathers & his others, & so much upland as that Meadow Land doth give, & his house & lot thereto, & to give Foure pounds towards the daughters portions, wch they come to age & so to have no more out of his fathers Estate. The rest of the Estate to be divided equally amongst the rest of the Children; the two Daughters to have thirtie pounds a peece pd ye, & they being to age, seven pounds

by Henry, & the Rest by the other Sonb, wch are five, One whom of ye is Captive wth the ffrench, and if he should not Come againe, yt sd Henry to have a single share of his wth the Rest of the Sonb, & so if any of the Rest dy before they come to age to be divided by the same Rule: When the Widow thirds yt is set out to her, then Henry to have his double portion of Land now, & the Rest when his mothers thirds comes to be divided after her decease. This is Half an acre of Land in old Rain bow next the gt River side, wch Henry bought & paid for to his father, while he was alive, this Half acre must not come into the division wth the Rest of the Lands, Likewise the Widows Thirds not to be any part of it taken out of Henrys house & Lot, We do con: unto set our Hands

Mary M Burt her marke

This is allowed of in Corte as a testant of the Estate of David Burt deceased. } Henry Burt.

Sarah the Relict of Isaac Warner late of Deerfeild deceased (who died intestate) pfented to this Corte an Inventory of the sd Husbands Estate, to wch she made oath, it was a true Inventory so far as she knew, & if more Estate do appear, she will make discovery of it, & power of Administration was by this Court granted to sd Sarah, & to Lieut Thomas Wells who gave bond to the sum of 200lt for Security of sd Estate & to give account of yr Administring yr of.

Joseph Sexton of Westfeild Son to George Sexton Senr deceased, pfented to this Court an Inventory of his sd fathers Estate, to wch he made oath, & power of Administration is by this Court granted to sd Joseph, he giving in bond to an hundred pounds for Security of sd Estate, & give accot of his Administring there of.

Mary the Relict of John Woolcot Late of Brookfeild deceased, pfented to this Corte an Inventory of her late husbands Estate, to wch she made oath, & if more Estate appears she will make discovery of it to the Corte: & w as at the Last Corte there was pfented some part of a Will of the deceased, wch was Imperfect, & yt for power of Administration was granted to sd Widow, & two of the Sonb of the deceased, wch they find Incovenient, & yt for this Corte releases the sd Sons from any further Care upon it, & devolve the whole care of Administring upon sd Widow, she giving in Bond to fivea hundred pound for Security of sd Estate, & to give accot of her Administring on sd Estate

Joshua Carter Son to Joshua Carter formerly of Deerfeild deceased, pfented to this Corte an additional Inventory of the Estate of his father aforesd, to wch he made oath that it was a true one, & if more Estate doth appear, he will make discovery of it to the Corte, & the former Administrators giving in yr accounts may be released, & power of Administration is granted to sd Joshua Carter Jun, he giving bond to one hundred & Eighty pounds value for Security of sd Estate & to give account of his Administring &c:

Alexander Panthorn being pfented to this for unnecessary Travelling on the Sabbath, & for breaking the Sabbath, wch was evidenced by Credible Estimonys, wch are on file, & this sin Increasing & Growing upon us to the gt provoking of God - to make ye Land keep its Sabbaths, we being destroyed, this Corte Judge meet to fine sd Panthorn in a fine of Ten shillings money to the County, & the Clerkes fees.

Lieut: Tailor of Northampton desireing to renew his licence to keep an House of publick entertainment, & to sell Liquors, wch this Corte granted to him; the like privilege to sell Liquors is granted to Mr Sacr Partrigg of Hatfeild.

Meletabel Relict to Hezekiah Root of Northampton late deceased pfented to this Corte an Inventory of the estate of her sd Husband (who dyed Intestate) to wch she made oath, that it was a true Inventory so far as she knew & if more estate doe appear she will readily make discovery of it to the Cortes: & power of Administration is granted to sd Meletabel, she gave bond to the sum of one hundred & sixty pounds for Security of sd Estate & to give account of her Administration on said Estate.

Articles of Agreement made & concluded on Between Jos: Langhton of Harmington & David Alexander father in Law to the Children of Samuel Langhton of Northampton deceased wch are as follow.

Viz: they both agree that al debts & dues being first paid before division made, that as to the distribution of the Lands Now to be divided in Northampton Meadow, together wth what of the housing is now to be divided, that is to say, There is to be an equal division of the housing & Lands, only Jos: Langhton is to have Half an acre of the ploughing Land in the meadow more than the Children aforesd, & sd Jos: Langhton having only one Half Acre to be left of this distribution, the Rest or other of the Lands & housing is to be equally divided between sd Jos: Langhton, & the children of Samll Langhton aforesd. To what is above agreed on, We desire the Honrd to approve of & confirm the same, this agreement was owned & acknowledged by Samll Langhton aforesd to be his act & Deed, & thereupon this Corte approved & confirmed the same as attests Samll Partrigg Clerk.

James Lawton Son to John Lawton of Suffield deceased pfented to this Corte the Last Will & Testament of his father aforesd, to wch Jose: Harmon & Jno Hanchet made Oath before the Worship (Colonll John

Pynchon Esqr, that it was the wil of the Deceased, & yt yt were pſent at ye conteing of sd Instrumt & sd Lawton declared it to be his Last wil & Testamt, & that sd Lawton was of Sound disposing mind & memory wn he made it, & though there be ful proofe as to the Instrumt, yet it is imperfect wanting an Executor, therefore this Court appoints the Widow Lawton to be Administrator, togethr wth sd James Lawton upon sd Estate, wch is to be according to the wil of the deceased; & this Corte approves & confirmes sd Will as aboves d: — James Lawton also pſented an Inventory of his fathers Estate, towch he made oath, it was a true Inventory & if more Estate appears he will make discovery of it, giving bond to the value of three hundred pound for Security of sd Estate.

At the Returne of the Comissions for taking votes for County Treasurer in this County, the vote fel upon the Worshipt Peter Tilton Esqr as chosen County Treasurer for the year ensuing in this County of Hampshire.

Samuel Dickenson of Hatfield Uncle to Samt Dickenson Junr of Hatfield, his Brother Joseph Dickenson deceased his Son pſented to this Corte an Inventory of his Estate, towch he made oath, that it was a true Inventory, so far as he knew, & if more Estate appear, he will make discovery of it & power of Administration to sd Samt Dickenson, who gives bond to ye Sum of forty pound for Security of sd Estate, & to give account of his administring.

An Inventory of the Estate of Samuel Allis Deceased was pſented to this Court by Samuel Partrigg & Samt Dickenson, to wch yt made oath that it was a true Inventory so far as they knew, & if more Estate appr they will make discovery of it to the Corte, & sd deceased dying Intestate, power of Administration is granted to Alice Relict of sd deceased & Samt Partrigg the Widow to give Bond for Security of said Estate & to give account of the Administration.

Capt Aaron Cooke of Hadley & Noah Cooke of Northampton in the County of Hampshire, joint Executors to the Last wil of ye honored father Major Aaron Cooke Deceased have mutually agreed, & hereby promise to pay unto Moses Cooke the Son of ye Brother Moses Cooke deceased, as an Addition to the Legacy given to the sd Moses in ye fathers Last Will the Sum of Ten pounds, in the sd Moses shal attaine the age of twenty one years, & in case the sd Moses happen to end this life, before he arrive at the years formentioned, yt the sd Ten pounds shalbe pd by the aboved Executors to his sister Elizabeth Cooke, if she survive the sd Moses & upon the receite of this ten pounds then shalbe a full discharge given for further Claime to ye father Cookes Estate: the Parties first forementioned in this agreement aforesd have agreed to the wch in Written sum proportionably, as each of them of their father Major Cookes Estate, viz. that to be the rule by wch each of yt shal know his proportion of sd Debt, & to pay accordingly; the parties concerned desired the aboved should be entered into the Corte Record as yr agreement:

There was pſented to this Court the Last wil & Testament of Samt Kent Son of Springfield deceased to wch John Dumbleton made oath before the Worshipful Colonl Pynchon Esqr, that it was the Last wil of the deceased & that he was of sound mind & pfect Remembrance wn he did it; Also Samt Marshfield made oath before this Corte to the aboved: and also yt was pſented to this Corte an Inventory of the Estate of sd Samt Kent, to wch Samt Marshfield made oath that it was a true Inventory of the sd Estate; wch Estate this Corte approves to be improved according to the wil of sd deceased.

James Glin a Cooke binder was pſented to this Corte for Drunkenness as attest Jonathan Root Henry Burt & John Root; also Cornelius Merrey & his Son Cornelius Merrey were pſented for Sabbath breaking, wch was attested by Mary Woolcot & her Son John Woolcot & Samt Owen, but the pſented not appearing in Corte, yt was referred to mr Tilton to Judge of their offences & give Judgmt as yr according to Law.

Benja: Wade of Hatfield being pſented to this Corte for travelling on the Sabbath wening to his Team & he pleading his necessity to go home, wch this Corte could not see such a necessity of; but that he might have stayed the Sabbath at Northampton, he was admonished in Corte to be more careful of Intreaching on yr Sabbath.

Samt Bolwood of Hadley as Executor to the Last Wil & Testament of Robert Bolwood deceased being complained of for refusing to signe Seale & acknowledge two deeds of Sale of Lands passed over by his father in his life time to Isaac Warner & his heirs, the Corte Judg sd Bolwood ought to do it & refer it to the worshipt Peter Tilton Esqr to require him to do it, or deal wth him according Law in yr case provided.

Mary Randolph of Northampton being pſented to this Court as in suspition of Witchcraft, viz. familiarity wth the Devil, as attest George & John Alexander & some other was referred to the Worshipt Peter Tilton Esqr, Capt Aaron Cooke & mr Samt Partrigg Associates to examine & bind over, or otherwise as they judge most wch sd offender,

Eliezer Miller & his wife were pſented to this Corte for having Carnal Copulation before Marriage attested by Serjt Terry were referred to the next Corte at Springfield.

Isaac Morgan of Enfield being pſented by the Grand Jury for travelling unnecessarily on yr Sabbath day, attested by Ephraim Colton North Sligh was referred to the Worshipt Colonl Pynchon Esqr to give Sentence upon it as the Law directs.

whereas there was presented to this Courte the dissatisfaction of several of the Inhabitants of this County for that the Comissioners in this County for Regulating of the several Lists of this Countys Rateable State at their last meeting, did leave out many of the Readers in this County upon the account of Sickness, tho many or most of ym are well able to pay, wch this Court accounts as unjust, in as much also that there is almost forty five Rates to be raised upon this yeares List which is great Inequality, & therefore this Court order that al the Rateable Heads in this County by the Constables select men & in the several Towns be Levyed upon (as others, except such as are very poor & Impotent, that took at the Select men Judgmt) for the discharging of the Sumes Lamb aft Money or other pay that shalb required by the Treasurer upo the aforesd List of this yeere.

At a County Court holden at Springfeild Sept:29:1691.

Where for the holding of this Courte were present

The Worshipful Peter Tilton Esqr one of the honourable magistrates of this Colony.

The Worshipful John Pynchon Esqr Invested wth magistratical power

And { Capt Aaron Cooke, Capt Samll Partrigg, mr Medad Pumrey } Associates.

The Jurors were.

Leiut Jno Tailor
Nathan Burt
Japhet Chapin
Samll Bliss Senr
Danll Cooley
Joseph Stebbins (except in his Bros Case)
Enos Kingsley.
Daniel White
Tho: Hovey.
Samll Tailor
Joseph Sogar
Benjamin Parsons.
Godfrey Nimes.

Colonll John Pynchon Esqr being by the genll Court May. 20: 1691. invested wth magistratical power tooke the oath accordingly in Coltt

Capt Aaron Cooke Capt Samuel Partrigg & mr Medad Pumrey were approved of at the Genll Court May: 20. 1691: to be Associates for the County Courts of Hampshire for the yeere ensuing, & tooke the oath accordingly in Coltt:

John Dickenson of Wethersfeild by his Attourney Nathaniel foot Plt: In contra ffrancis Barnard of Hadley administrator or principal actor upon the Estate of Serjt John Dickenson deceased Defdt for neglecting or refusing to allow him pay for repairs done about an homestead formerly belonging to the sd deceased in Hadley, as also for certaine Sumb of money or pay received of him to the value of forty six pound nineteen shillings according to attachmt entry money 20lb.

In the action depending in Coltt wherein John Dickenson was by his Attourney Plt & ffrancis Barnard Defdt the witnesses being Read In Coltt & committed to the Jury, they gave yr Verdict, that they find for the Plaintiffe twenty & three pounds & costs of Coltt, wch as by Bill allowed of In Coltt two pounds fourteen shillings.

In the action depending In the County Coltt at Northampton — March: 31: 1691: Wherein ffrancis Barnard of Hadley was Plaintiffe Contra John Dickenson of Wethersfeild Defdt the testimonys & witnesses were produced at sd Coltt, & given to the Jury, & they brought in their verdict wch certaine conditions for the Plt. & with other conditions for the Defdt: the Coltt then Judged it meet to respite the deciding sd verdict to the next Coltt at Springfeild, hopeing the Partyes would agree: the sd Plaintiffe & Defdt did appear at this Coltt, & did desire the Coltts deciding said verdict, & the Coltt gave Judgmt for the Plaintiffe, according to the condition of the verdict of the sd Jury for the Plaintiffe, viz: thirty nine pounds in Currant Pay wth ordinary Reparations, & costs of Coltt, wch were as by bill allowed of in this Coltt One pound Seven shillings & Six pence.

Joseph Markes Plt In Contra Joseph Woolcot Defdt in an action of the case for detaining the Sum of ten or eleven pounds due to sd Markes by Booke wth Damages al according to Attachmt

In the action depending In Coltt, Comenced by Joseph Markes Plt agt Joseph Woolcot defdt the testimonys & witnesses in the case were produced & read in the Coltt, & given to the Jury, & they brought in their verdict that they find for the Plt nine pounds Sixteen shillings & three pence & costs of Coltt, wch are according to bill allowed of in Coltt three pound twelve shillings & Six pence.

Joseph Markes Plt In contra Thomas Lamb Defdt in an action of debt due by bill to the delivery of an heifer & a Calfe wth Damages al according to attachmt.

In the Action depending in Court commenced by Joseph Markey Plt. agt Tho: Lamb defendt. ye evidences were produced & read in Court & Comitted to the Jury who brought in their verdict yt they find for the Plt his bil filed upon, & Costs of Coltr wch according to bil allowed of in Coltr are 1-10s 10d.

John Dorchester Plaintiffe pr contra Nathaniel Bancroft of Westfield Defendt in an Action of the Case for unjust molestation in attaching him & imprisoning him in order to a Trial, but proceeded not, wch by the Plaintiffe Layd his damm fyed according to attachmt.

In the Action depending in Coltr, wch in Jno Dorchester was Plaintiffe agt Natht Bancroft Defendt, the evidences being produced & read in Court, & given to the Jury, they gave their verdict wth Condition, to the Coltr did decide for the Plaintiffe Twenty shillings for illegal imprisonmt, & Costs of Coltr, wch on by bil of charges allowed of in Coltr one pound. 5s 6d

Nathanell Bancroft Plaintiffe pr contra John Dorchester defendt, in an Action of the Case, for that the sd Plaintiffe delivered him goods to trade for him, but can have no Return or account of sd Goods, nor of their Income or product, wth damages according to attachmt. Nathaniel Bancroft wth drew his Action, the Ten shillings for Entry being engaged to ye Worshipfl Treasurer.

Robert Bardwel of Hatfeild, by his Attourney mr Joseph Hawley Plaintiffe pr contra Joseph Townsend of Boston by his Attourney Luke Hitchcocke (as by Letter of Attourney accepted in Coltr) defendt in action of the Case for accot of ye paymt for two Barrels of Porke of the sd Bardwels Received by sd Townsend wth damages according to Attachment

In the Action depending in Coltr, between Robt Bardwel Plt by his Attourney mr Joseph Hawley Plt. & Joseph Townsend of Boston by his Attourney Luke Hitchcock defendt. the Evidences being read in the Coltr were Comitted to the Jury, who brought in their verdict that they find for the Plaintiffe five pounds sixteen shillings in Currant Money of New England & Costs of Coltr — wch are as by bill allowed of in Coltr three pound one shilling & six pence.

Whereas Joseph Woolcot of Brookefeild did Summon or attach Samll Owen for appearance at this Coltr, & did not prosecute his Action of Complaint for fraudulent dealing wth him in selling him a steel Trap or Traps, wch were not said Owens own Traps, & were Challenged by others, the sd Owen applyd himself to the Court to allow him Charges for his Comeing to the Coltr to answer said Woolcots Complaint to the value of fourteen shillings, The Coltr did allow said Owen the sd Charges as appears by bil allowed of in Court:

Hephzibah the Relict of Lt. Thomas Wels of Deerfeild deceased, having presented to this Court two Deeds of Sale of Lands exchanged to Joseph Selden of Hadley, & not perfected by said deceased, this Coltr do therefore Imporwer sd Relict as Administrator to perfect or Signe said Deeds for the Assurance of sd Lands to sd Selden, as also to finish or Signe any other alienation made Contracted or Bargained by the sd deceased, sd Administrator giveing in Information to the County Coltr of her husbands making in his life time such alienations.

It appearing to this Coltr that there is some difficulty wth respect to the Administration upon ye Estate of Samll Davies of Northampton deceased, so that Samll Bartlet did desire the Coltr to release him of his Trust of Administratorship on sd Estate; this Coltr to ease in the difficulty doe impower mr Medad Pumrey wth equal power of Administration & Guardianship, the Coltr expecting a New accot or new Inventory of the Estate to be presented at the next Coltr at Northampton — it being allegaded that the Estate of said deceased is much wasted by the Relict of sd deceased Living with

Michael Towsley & Mary his wife & their daughter Mary, being all presented to this Court for divers misdemeanors, & al appearing, & each of them having been examined before the Worshipfl Colonel Pynchon, & divers Examinations & witnesses or testimonys being read in open Court, the Court do judge them all to be guilty according to the respective testimonys of the Crimes witnessed agt them, viz. of Lying of Stealing & of killing Creatures, or some Creature of some of their Neighbors, & of threatning some of their neighbors, or expressing such things as that their Neighbors are affraid of grievous mischeifes to be done to them by the sd presented parties this Court therefore to heare due Witnesses agt such sinfull & dangerous & to be abhorred practises doe adjudge as follows, first since they find that the daughter named Mary is guilty of Lying, especially in that she charged her father before authority, as killing & stealing & tracking her to steale, & again denying her Confession before this Court, the Court do adjudge her to be wel whipt on the naked body 10 right Lashes and Thurzer Parsons presenting himself in the Coltr as willing to take sd Mary as a Servant upon a months tryal, this Court do order that at the months End, if sd Parsons desire it, that Indentures be drawn & Confirmed, or otherwise the Coltr do order that the Select men of Suffield do take effectual Care to have sd Mary put out to some meet Person or Persons to Service wth whom she may be wel educated, the Childher Selfe saying, that she cando better or reforme whyle she Continues wth her Parents or father. And as to ye woman the Wife of sd Towsley, the Court do find her Guilty of desperate Speeches, & threatning burning to her Neighbors to the great disquieting of them, & do adjudge her to be wel whipt on the naked body wth ten Lashes: And as to Michael Towsley, the Coltr find him Guilty of fellonious practises takeing away his Neighbors goods & in particular killing some Swine or one Swine at Least, this Coltr therefore do adjudge him to be wel whipt on the naked body wth fifteen Lashes, & that he pay al Charges respecting the prosecuting him for his Hainous Crime and particularly that he pay James King twenty shilling & Edwd Burlison ten shillings. And the Court do further adjudge the sd Michael Towsley & Mary his wife to be bound in the Sum of ten pounds apiece for their Good behavior during the pleasure of the Coltr:

Whereas Tho: Bancroft late of Enfeild deceased made a will, but appointed no Executor & this Neglect no administrator hath been appointed to administer upon the Estate of the

deceased, this Court do therefore now grant power of Administration upon said Estate to Jno Barber and his now wife the Relict of sd Tho: Bancroft; & whereas the moveables wch were little, are much wasted and spent in supplying the wants & necessitys of the distressed afflicted family of sd Tho: Bancroft. This Cort doe appoint the sd Administrators to take a true account of the Estate or moveables yet remaining, & to give accot upon oath to the Corte, that so they may know how to make any needful Settlement of sd Estate & to order the daughters their Portions.

Whereas Henry Web of Northampton upon Examination before Northampton Comissionrs, was bound over by the Worshipll Peter Tilton Esqr in the bond of twenty pounds for his personall appearance at this Cort to answer the Complaint of Thankfull Mason for his abusive Carriages to her in the night some time the last April, offering violence to her, as if he would Committ uncleanes wth her, & he not appearing at Corte, the Cort doe judge his sd bond to be forfeited to the County Treasurer.

Abijah Dewey desireing some Settlement may be made of his Brod Tho: Dewey deceased his Estate, this Cort allow to his Relict Hannah Dewey, one hundred pound of the moveable Estate, wch she shal chuse, & the Brob of sd deceased to have the remainder, wch is sixty one pound of his Estate, & order them to have al the fencing on the homelot he lived on, it being said it was worth seven pounds, & was sd Thomas Dewey deceased his Estate, & that it be equally divided amongst al the Natural Brothers of sd Thomas Dewey deceased, & the widow aboves^d to have of the housing & Lands according to former order during the tyme of her widowhood.

Proposals for the Settlemt of the Estate of the Revd mr Jno Younglove of Suffield late deceased were given in unto this Cort, wch are as follows viz:

1. That John Younglove his Eldest Son should have one halfe of the Land at Squabaug, alias Brookefield, & a parcel of medow in Springfield Town bounds, containing about three acres, & ten acres of Land in the 2d division at Suffield, & six acres in the Pine Plaine, also one half of the lot over Muddy Brooke.

2: That Samuel Younglove have the other halfe of the lot over Muddy Brooke, and two acres of the five acre parcel of medow in Springfield bounds, & ten acres of Land in the 2d Division at Suffield.

3. That James Younglove have the other halfe of the Land at Brookfield, he paying to his Brother Joseph upon that account six pounds, also ten acres of Land in the 2d Division aboves^d, & two acres of medow in the five acre parcel of medow in Springfield bounds, & halfe the housing & homestead at Suffield at their mothers decease.

4. That Joseph Younglove have the other halfe of the housing & homestead at Suffield after their mothers decease, & one acre of medow in the five acre parcel of medow in Springfield bounds, & one acre of medow that was Stephen Taylers, & six pounds to be pd him by his Brod James aforesd, upon the account of his leaving the one halfe of the Lands at Brookfield, & ten acres of Land in the second division at Suffield.

5. That the three youngest Sons pay six pounds a peice to their three Sisters, & that ye mother make up their portions 20s p. peice.

6. That mrs Sarah Younglove the mother of the aboves^d Children have the house & homestead at Suffield, during her life at her own use & Improvement, & the moveables, she paying to the three daughters as aboves^d, & the 3ds of the other Lands.

All which proposals being propounded by mrs Sarah the Relict of sd Jno Younglove deceased were allowed of & Confirmed by the Cort. attest John Holyoke Clerke

The Relict of Jonathan Lome of Suffield late deceased desiring that ye may be some suitable Settlement of the Estate of her husband the sd deceased: This Court peeiving the Children wch are five in all two Sons & three daughters, to be al Young, do determine, that the Relict of sd deceased improve the whole Estate for the educating the children, & that the Lands be fully Secured for the children, chiefly for the Sons of sd deceased, the dumr or dumrs being alway ready to give account of their administring.

For the further Settlemt of the Estate of Obadiah Cooley deceased. See: page 116. backward =

Rebeca Cooley the Relict of Obadiah Cooley late deceased appeared in Cort, & desiring some Settlement of her late husbands Estate, the Total sum whereof amounts to four hundred sixty seven pounds 14s 6d. where the Land amounts to three hundred forty three pounds, & the moveables are one hundred twenty four pounds 14s 6d. This Cort do determine as follows that the widow besides her Right of Dowry have the use of al the other Lands til the Children come to be of age; And as to the moveables some of ym being already spent upon necessary occasions, & also more of ym may yet further be spent, debts & publike Charges ought to be paid by her, The Cort further order the moveables to be to her disposal for her selfe, or some of ym to her Children if she Cause, & the Lands wth the Sons come to age to be divided to them as follows, The Eldest Son to have a double Portion, wch is Ninty and eight pounds, & the Rest of the children to enjoy as Copartners forty nine pound a price: the Sons are to have al the Lands they paying to their Sisters their Portions either in Lands or otherwise as they shal like best, wch they Come to be of age: the Eldest Son Obadiah his

his proper portion is Ninty Eight pound, yet he is to have ye house & homestead at: 120. 00.
and five acres of Land over Agawam River at 4li. more 12. acres ye at 6li. - - - - 10. 00.
and 4 acres Swamp over Agawam 8li more 2. acres & halfe at pacowsecke. 1li. — 09. 00
& 3 acres over the Mill River 3li. 4. acres in Long Medow Edwere Sam: Keep & John Clarkes Land 12:15 00

out of which sd Eldest son is to pay according to the order of the Administrators 154. 00
for the Sisters fifty Six pound.

And Joseph the second son is to have al the Land at Skipmuck (inventorized at. 42li. 10s & to receive of the Administrators one pound ten shilling wch is to be accounted to him as his portion. 49li.

And Jonathan is to have al the Lands in the Long medow (except the four acres aforesd at. 93li. out of wch his to pay to the Administrators thirty nine pound for the Sisters — And their Sisters are to have forty nine pounds a piece as their portions: And in as much as the daughters may need some of ye or al of ye their portions, before the Sons come to age, yt being much under age, & ye Sisters already some of ye of age, or ye aboutes, therefore the Court do advise their mother to do what she can for ye out of the moveables, to accommodate her Daughters wth some or al of their portions, & to receive againe when the estate the Sons are to have is capacitated to respond it: All wch as the Settlemt of ye estate of sd Obadiah Cooley deceased is allowed & approved by the Cotte attest, Jno Holyoke Clerk

Mary the Relict of Samll Ball deceased, appeing in Cotte, & desiring some Settlement to be made of the Estate of sd deceased: The free Estate being accounted as 20li. the other Estate according to Inventory, being allowed to the said Relict & to be at her own proper disposal. The Court do now order that the Son of sd deceased have a double portion, which is Eighty two pounds, & the daughters (wch are three) to have forty one pounds ye piece; the son whose name is ffrancis to have the Lands, & the daughters the moveable Estate: And what the Moveable Estate fals short to make good the daughters portions, the Son is to make up their Proportions in good paymts, or Setting out some of the Lands to them, if he be Capable: And the Administrators to have the vse of the whole Estate for the bringing up the Children, til they come to be of age; and power of Administration is Intrusted solely wth Benjamin Stebbins & his wife, she being ye said Relict of sd deceased; & they to be ready alway to give account of their sd Administration.

Widow Sarah Warner desireing that her son Isaac Warner & her Brothers Lt Samll Warner & Jacob Warner may be allowed & appointed by this Court to joine wth her in administring upon the Estate of her husband deceased, this Court grant unto her, her desires, viz that they have power of Administration wth her, & expect that they be ready to give account to the Cotte of their administration on ye sd estate.

Mr Samuel Partrigg (as Administrator to the Estate of Capt John Allice) gives account to this Cotte, how he finds In sd Capt Allice his reckonings, referring to sd Capt Allice his administring upon the Estate of his Bro: Tho: Meeking Jun: how the Estate of sd Meeking is indebted for repairs & worke about it & management of it Sixty three pounds 7s 3d & that the sd Estate had Credite Sixty pound, & that there remained due to Capt John Allice, ye three pounds 7s 3½d: & made oath to the best of his knowledge, it was a true acct of sd Capt Allice his Reckonings; & whereas the Administrators for the Estate of sd Tho: Meeking were appointed at the 3 ceeds County Cotte last at Northampton to appear at this Cotte to give acct of ye Administring, & Mr Samll Partrigg only being pseent, & other concerned in & about the Estate cannot, It was referred to the next Cotte at Northampton, & Mr Samll Partrigg desireing this Cotte to discharge him of his trust of Administration, this Cotte grant him his desires, yt Continuing Lt Samll White & John White in their trust wth reference to the Children & Estate of Thomas Meeking Jun:

Here followes an account of the Guardianship of Capt John Allice, or of his Administration on the Estate of Thomas Meeking Junr pfented to this Cotte, the original is on file.

Tho: Meekins his Estate is Dr.

		li.	s.	d.
By pd Loomings paym: to ye Estate:	for worke about the Chamber & Roof floor:	0.	18.	0
	to 600 ffe Boards 24. wel frame 6s	1.	10	0.
	to 660. 10d nailes. 8s 6d Plank 12s	1.	0	6.
	to fence & mend ye House barn Cellar & well at.	11.	14	0.
	to town County & Country Rates	2.	2.	11
	to abatement of Rent for flood year.	3.	0.	0.
Capt Allice pd as follows Lowes	to P Clarke for the Roof floor at	0.	7.	9.
	to 170 foot of board at	0	6	10
	to 270 foot board. 10s 10. to 270 rifft board. 13s 9.	1	4	7
	to Samll Belding ground felling & barne.	3.	0.	0
		25	04	7

		li.	s.	d.
To Ephr Beers	for fencing at	0.	10.	0
	for fencing at	1.	18.	9
	pd for rates at	0.	3.	0
	In Ephra: Beers hands yet	2	10.	4.
pd by Joseph.				
in	Boarding & repairs of barne.	7.	0.	0
	a debt in Joseph fields hands	6	18.	0½
	52. rods of ditch at	1.	19.	0
	to rails & post at	0	2.	6
	to 1 rds 18 to Hedge 30s 2		8.	0
	to rails fence at	1.	10.	0
		24	19	2½

		£	s	d
By Capt Allice	to making a well - - -	1.	03.	0
	to work at ye Cellar - -	0.	10.	0
	to Glasse - - at - -	0	13.	6.
	to Carting timber for the Saw mill to ye house at	0	2.	0.
	boards & nailes for the barne & putting ym on	1.	3.	0.
	three days worke thatching	0	6.	0.
	worke about ye barn floor & doors	0.	10.	0.
	to mending the house at	0.	2	0.
	to Cutting hugh at	0	5.	0.
	to thatching ye barne	0.	10.	0.
	to a gate at	0.	5	0.
	to Hanging sow at Gilliford	0.	5.	0.
To James Lewis	pd by mr Belknap	1	15	0.
	by carting goods to Hartford	0.	2.	0.
	by his order to N. Smith	0	12.	0.
	to Capt Allices trouble & paines in managing of ye Estate at 10. ye ch	5.	0	0
		13.	3	0
	total	63.	7.	3

	£	s	d
The Meeking fund estate Cr per Contra:			
To Rents of John Loomis & Ephr. Beers in ye yeers 81. 82. 83 at 6 ch per	18.	0	0
To Rents in the yeer 1684. 85 of Ephr. Beers. 6 ch per annum.	12.	0.	
To Rents in ye yeers 86. 87. 88. 89. 1690 at 6 ch per of Jos. Field.	30.	0.	
	60.	0.	

Upon Ballance due to Capt Allice. 3: 7: 3 ½

The aboves d account mr Samll Partridge as administrator to the Estate of Capt. John Allice deceased pfented to this Cort, & made oath that the aboves accounts he found in Capt. Allice deceased his reckonings, referring to his Bro. Tho: Meeking fund his estate,

Transcribed for the original of the aboves accounts of Guardianship of Capt Allice on file wth the records of the Cort.
attest John Holyoke Clerke.

Upon some motion that there may be a ferry over the great River against the house of John Alline of Suffield, this Court doe approve & appoint the said John Alline of Suffield for that affaire, & he to require & be content wth 2d per man of four pence per horse.

Walter Holliday petitioning this Cort for ye granting his freedome from military trainings, because of the great difficulty & paine he is subject to, travelling so much as ye exercise requires. This Cort accept of him in his request, expecting that he address himself to his military officers for their consent, he bearing no note from them, the Cort not liking to have ym slept over.

Whereas there hath been considerable occasions of serving attachments, summons & other writs for County upon divers of the Inhabitants of Brookfield, & no officer there to execute such writs, & ffor persons needing such services have been forced to apply ym selves to the County marshal, & the fees are very chargable to persons that improve him, ffor to take such like charges, this Court appoint Tho Gilbert of Brookfield, to officiate as Constable in that work for this yeer, or til other be appointed, who to take the oath for ye trust in counte.

There was pfented to this Court the Inventory of the Estate of Capt Samll Glover deceased, and mr Pelatiah Glover hath made oath in Cort, that to the best of his knowledge it was a true Inventory of the estate of sd deceased, & in as much as sd deceased died Intestate, this Cort grant power of administration on sd estate to the Revd mr Pelatiah Glover, he giving bond in the sum of two hundred pounds for security of sd estate, & to give acct of his administring ffon.

Whereas there hath been some dissatisfaction amongst the family of mr John Woolcot of Brooke late deceased wth respect to that paper called the last will & testam of sd deceased & given in unto the Cort Sept. 30: 1690: as if differing fro his ~~[illegible]~~ Will, & not settling the whole estate, not fully according to the mind of the sd deceased, to prevent ffon al further differences contentions & suites mrs Mary Woolcot his Relict, & administratrix of sd estate, & her two Sons John & Joseph Woolcot did unanimously pfent to this Cort a writing of agreement, wherby they think they have fully pformed the mind of sd deceased according to his own Indeavoring for the writing of his will for disposal of his sd estate, all wch this Cort approved & determined the definitive & conclusive settlem of sd estate; & also the sd agreement is added to & entered in the records wth the sd [illegible] implied the Last Will of the sd deceased, being ordered so to be by this Cort, the original is on file wth the records of the Cort:

Thomas Elgar of Suffield & Abigail his wife, the Relict of John Stilly of Suffield deceased pfented to this Cort an Inventory of the Estate of sd deceased, as it was, wn the sd Tho: Elgar married his sd Relict, & made oath in Cort to the truth of, & if more estate do appear they will readily reveal it to the Cort, the original is on file.

The Inventory of the Estate of Thomas Tailor of Springfield late deceased was pfented to this Court, as the fullest & truest could be come at for the pfent, & the deceased dying Intestate, power of

of administration on sd estate is granted to Samt Markfield, & he is to be ready to give Account
of his administring on sd estate; & the sd deceased estate being insolvent, this Court impow-
red the Clerke of sd Court viz. John Holyoke & Ens. John Hitchcocke as Comissioners to
caive & examine the Claimes of the several Creditors of sd deceased, & so to spare things,
the Court at their next sitting at Springfield may make a Just & equal division to all the Credi-
tors a proportion as the sd estate will beare.

Mary Randel being presented to this Court for witchcraft, the several witnesses were prod
ed & read in Court, & the Court upon their serious thoughts on her Examination, & what way alleadged &
witnessed agt her, did declare that there was valent suspition of her having familiarity w th y
divel, & did therefore order her Comitmt to the Prison in Springfield, until Security be given
the Sum of ten pounds for her good behavior until the next Court at Springfield this time come-
twelve monthes: William Randel her father did become surety in the sd Sum of ten pounds
his said Daughter for her good behavior as aforesd.

Joseph Woolcot of Brookfield being by the grand jury presented to this Court for his Contem
pticble and threatning Speeches agt Authority, & in special against one of our honoured Magistrate
& for profane Swearing, al wh this Court were desirous to beare their due testimony agt, & upon di
sentence said Joseph Woolcot to pay a fine of five pounds to this County Treasury, & to stand bound
the Sum of forty pounds for his appearance at the next County Court, & for his good behavior in th
meantyme, & to pay al Charges & fees wh relance to sd presentment: The sd Joseph Woolcot g
his own bond in the sd Sum of forty pounds for his attending the order or Sentence of this Court.

Ebenezer Miller & Hannah his wife appearing in this Court & humbly acknowledging their
guilt of fornication; this Court to manifest their abhorrence of such provokeing evils, & to pr
out as much as in them lies the like practises in al others do give sentence that they pay forty
shillings apiece to the County treasury.

Joseph Willeston of Westfield being presented to this Court as living w th another mans wife, t
Court to shew their due care to prevent al comitting of filthyness & suspicion of uncleanness do or
that the Constable & Selectmen of Westfield do tel said Willeston & the sd Woman the Law, & req
yn forthwith to betake themselves to their Relations respectively, or such places as may render
free of such like suspition, & that sd Officers se yn separated.

Widow Hannah Knowlton presented to this Court the apprizem of the worke done formerly
by her husband about the Prison house & fences, to the Sum of three pounds ten shillings, for
she desires satisfaction: the Court do allow or approve of sd apprizem, & do order that she be sati
fyed the Sum of three pounds ten shillings by the County Treasury.

Widow Mary Root of Westfield applying her selfe to this Court, desireing that the thi
of her husband John Roots Lands may be set out to her, this Court do therefore appoint & im
power John Gun John Pender & Nathaniel Weller to set out to her her thirds of her sd Husbds
Lands by meites & bounds as the Law directs.

The County Marshal desireing of this Court some allowance to him out of the County Trea
rie for his service & attendings on the Court &c: The Court do allow him to receive of the County
treasurer three pounds ten shillings accordingly.

Whereas there be sundry debts & charges contracted by this County upon divers respects as the
Worshipful County treasurer have signified to the Court, therefore to enable him to satisfy the
same this Court do appoint & impower him y sd County Treasurer to issue out his warrants to
Constables of the several Towns of this County for their Collection of the value of a single
Country Rate
also whereas there be diverse charges occasioned by the several sessions in this County, &
this County is to beare, this Court have therefore appointed & impowered the Worshipful Peter
Tilton Esq Capt Aaron Cooke & Capt Samll Partridge & mr Joseph Hawley a Committee for the
adjusting such accounts any Person improved in such services for the County shall give into said
Committee, this wh being done this Court doe order that they be satisfyed out of the County Treasury.

The Town of Springfield by y Selectmen petitioning that they may have a Retailer of
strong drinke besides the ordinary Keeper to supply the inhabitants w th upon necessary occa
sions, & in particular mentioning the man y they propose, as one that may serve well for that af
faire, viz: Luke Hitchcocke: this Court considering that Considerandis do grant a Licence t
said Luke Hitchcocke to retaile liquors or strong drinke; Provided he retaile at Reasonable Rates & do rule pric
& upon needful Causes, keeping good Rule & order in his house; here by mitigateing him to se
to children servants & extravagant Persons, & expecting that he take effectual care that
no Customers do sit tippling in his house, & be circumspect to prevent al abuses of the creature.

And forasmuch as the continual passing of Travellers to & from the Bay thorow Brook
field doth in sobriety bespeake for a Retailer of strong Drinke to be allowed in that place, this
Court doe grant a licence while the next March Courte to Samll Owen, provided he take se
rious care to keep good rule & order in his selling.

And this Court do Constitute Richard Waite to be Keeper of the prison house in Spring

feild for this yeer, allowing him al the priviledges & appurtenances belonging to so house; & in as much as it is said there is need of repairs of the Prison House, & fences belonging, this Court do comitte it to the Worshipfull Colonel Pynchon the County Clerke & the County Marshal to view the house & appurtenances, & to judge what is necessary to be repaired or amended, & to take care to have needful repairations to be performed, as also to provide any thing may be necessary for the securing of the committed.

Whereas at a former Court, a Settlem^t of the Estate of Cornet Joseph Parsons deceased was concluded, & Confirmed by Widow Mary Parsons the Relict of sd deceased, & al his children agreeing thereto, except Esther who then was under age, & now the sd Esther, one of the daughters of sd deceased, being fifteene yeeres old, did acknowledge before the Court, that she also agrees to said settlement, being fully satisfyed y^t m.

Mr James Cornish addressing himselfe to this Court, & alleadging that his office of Clerkship under St Edmund Andros did occasion did occasion such service of him that did expose him to expenses, especially whilst in his attendance of the Courts & tedeonage, because in serving the respective works of his office, he cant as yet get his due fees for the same, & desiring that the Court would set him in some way to recover his Right, this Court have considered his Cash & Petition, & doe say that the Law is open for him, & that for particular debts, he hath free Liberty to sue for the same, & do recomend it to the several Towns to pay what as yet remaines of their duty to pay to said m^r Cornish, & that respecting any damage sustained, because of any things p^rfested by any Constables, & lost in the Countrys service, (wch he also alleadged) any of the said Constables of the County giving account thereof to the Court or Treasurer, those said m^r Cornish shalbe allowed what is meet at the publike charge of the County; and he: his Condition is needy, the Court do order him twenty shillings out of the County Treasury, & doe also comend it to the Charity of the respective Towns to do some what for him.

The distressed condition of & family of John Killum at Brookfeild being laid before the Court, this Court judg necessary that Enquiry be made of y^t said Condition, & y^t fore order m^r Joseph Hawley, & Ensign Nash who are agoeing to the Bay to enquire of Killums Neighbors at Brookfeild concerning sd family, & make Returne y^r of to the Worship^ll Peter Tilton Esqr & Capt Cooke, & if they return that the family is not capable to subsist by the provision the family hath made or is likely to get, as hath been laid before the Court, i.e. is not; that then the Worship^ll Peter Tilton Esqr wth Capt Cooke send for sd Killums wife & children to dispose of in some of the Towns of this County, so as they may have releife, & as to the man, that he be put where he may be kept to worke, either at the house of Correction or otherways.

The Comittee appointed by the Last Court at Northampton to lay out an high way over Agawam River in Springfeild, return their worke as follows, viz. That they began to lay out said way at the gate by Edward Flowers, being informed that the sd Town had an high way their, wch runs on the high land, & then turnes to Agawam River, & over the River, & so to Joseph Leonards way to goe up to his house, where y^t they left the Town high way, & y^t they layd out the way thorow Joseph Leonards plowing Land, & to the high way up the hill, to Tho: Coopers barn, & thorow his barn yeard, giving him liberty, to lay it at wch end of his barn he pleases, & in sd yard to be one Rod & halfe wide, & from sd yard to ly in the vsuall Comon Road till it come past al Propriety two Rods wide: & this Court doth accept of this returne of the sd Committee for the laying out of the Country Road over Agawam River & so by the: Coopers; yet in as much as the: Cooper accounts himselfe extreamely annoyed by it, & lays the way may be made to satisfaction on the Westerr back side of the hill. the Court do therefore recomend it to the Town of Springfeild to redress his greivance by makeing the way their up the hill, & y^t to lay it out as strait as may be, to the houses below Thomas Coopers, viz. at James Stevenson & John Barbers houses to come into the Road there. which being done or any other way to safe the Cooper, & the County have convenient passage, will be acceptable to this Court who expect attendance hereunto, as speedily as may be; & in the Mean tyme do state the high way or Road as laid out & Returned by the comittee appointed thereto.

February. 8: 1691.

At a meeting of the Worshipful Peter Tilton Esqr & Capt Aaron Cooke & Capt Sam^ll Partridge associates in Hadley; It being represented to y^m that Tho: Burt man of Springfeild are both deceased & have left three or four smal children, & the Estate is in a desolate Condition, & y^t being now appointed to Looke after sd Estate, to get & keep it together, & y^t being p^rsumed that some care be taken of it, the aforesd Gentlemen granted power of Administration on sd Tho: Burtmans Estate unto Ens: Jno Hitchcocke of Springfeild & James Gerald of sd Town to y^m and to gather sd Estate together, & take a true Inventory of the same, wch they are to p^rsent to the next County Court, & an account of their proceedings thereon that further order may be given referring to sd Estate & Children.

At a County Court holden at Northampton. March. 29. 1692:

Where were pſent for the holding of ſd Court
the worſhipll Peter Tilton Esqr one of ye honored Assistts of this Colony.
the Worshipll Col. Jno Pynchon Esqr Invested wth magistratical powr by the honord Genll Court

Capt Aaron Cooke
Mr Medad Pumry &
Mr Saml Partrigg
} Associates

John Dickenson of Wethersfield by his Attourney Hezekiah Dickenson Plt pt Contra Jno Ingram Junr & Joseph Chamberlin Defendts. for the Resigning the possession of an house and homelot to the sd Dickenson according to Attachmt: Entry mony &c In the action depending, In wch Jno Dickenson of Wethersfield Plt & John Ingram Junr & Joseph Chamberlin were defendts. for ye ye sd Defendents possesse an house & homestead in Hadley to a Resignation of sd possession to the ful value of forty pounds, the Testimonys & evidences in the case being procured & read in Court & transferred to the Jury, they brought in ye verdict that they find for the Defendts Costs of Court as by bill allowed. 12 16.

The Jurors were
Capt Preserved Clap.
Ens. Timo: Baker.
Nehemiah Dickenson
Tho: Selding.
William Holton
Saml Wright.
Saml Selding Senr.
Jno White
John Shelding
Jacob Addams
Tho. Bay Senr.
Jam: Warriner Senr
Lt Isaac Phelps.

Thomas Crofts deceased the Inventory of his Estate, Capt John Allice his Inventory Deacon Hunt deceased his Last will & Inventory Saml Graves Senr his Inventory of his Estate, al wch having been proved & Administration granted by the Worshipll Peter Tilton Esq & some of the Associates of this County, ye Clerke of the County Court being pſent were approved by this Court, & ordered to be entered upon record according to Law.

Thomas Selding sworn as a Constable In ye Town of Hadley for ye year Ensuing.

Hephzibah Wels Relict to Lt. Tho: Wels of Deerfield deceased & Administrator to his Estate bringing in Legal Testimony of her sd Husbands Bargain & Sale of Certain Lands in Deerfield In the New fort medow to Tho: Selding of Hadley, & declaring Deeds of Sale are not made & Confirmed to assure the Lands mentioned to be sold to sd Selding, this Court Impowers said widow to make sign & seale Deeds of Sale of said Lands passing them over to said Selding according to Bargaine.

In answer to the Petition of Jno Cowles of Hatfield referring to the Estate of Nathanll Bartlet deceased, this Court Ordered sd Nathanll Bartlets Overseers of his Estate forthwth bring in an Inventory or an account of sd Estate & to this Court: the Clerke of the Writs pſented an Inventory of his Estate

Saml Northam Plt pt Contra ffrancis Barnard defendt according to attachmt. Entry mony 10 16. this action non suited.

This Court orders a ferry betwixt Hadley & Hatfield at the North end of Hadley afore & have ordered Saml Partrigg & mr Saml Porter to agree wth some meet Person to keep sd ferry, who finding himself boats & Cannoe sufficient shal have six pence in money for man & horse or eight pence in pay, & two pence for every single Person that is ferryed over in pay or money.

John Richards of Enfield is allowed to keep an house of Entertainmt for Travelle for the Ensuing year & to sell Strong Liquors to Travellers & such as need it, keeping good order in his house & hering that al Comers be orderly at al times:

Joseph Leonard allowed to keep a publike house of Entertainmt In Springfield to sell Strong liquors to travellers, keeping good order In his house

the Like Liberty is granted to Saml Owen of Brookfield, & to mr Saml Partrigg Liberty to sell Liquors.

Joseph Parsons Plt In an action of Appeale of an action of Replevin Commenced agt Said Parsons by David Alexander according to declaration by reasons of Appeale.

In the action depending In Court wherein Joseph Parsons was Plaintiffe in an action of Appeale fro the Judgmt of the Comissioners upon an action of Replevin of David Alexander

horse, the whole case being produced & read in Court & comitted to the Jury they brought in their verdict that they find for the Plantiffe. Costs of Court & all damages, as by bill allowed of in Court at 17li 00d.

This Court allowed to the administrators of Caleb Pomery deceased to acknowledge & confirm a Deed of Sale made in his life time, passing our Lands to Thomas Ffielding of Northampton.

Serjeant Eliezer ffrarey & John Graves Senr of Hatfeild sworne to the office of Constables in sd Town of Hatfeild; & Jno Clarke & Samll Wright for the Town of Northampton who tooke the Constables oath to the discharge of yr Trust.

George Norton is Licenced to Keep a publike house of Entertainmt in the Town of Suffield & to sell Liquors to Travellers he keeping good order in his house & doing sd worke faithfully & without offence.

Jeremiah Alvord who married the Relict of Hezekiah Root together with his wife humbly petition this Court, That whereas Hezekiah Root Left an Estate in moveables about forty Eight pounds sixteen shillings, & the debts due from the Estate about Nineteen pounds nine shillings & Sixpence, so that there remaines but twenty Nine nine shillings & Sixpence, & there being three Children of said Root Left, the Eldest under five yeers, & the yongest very weake & sickly, being about two yeers & halfe old, yet unable to go alone, they humbly request that the honoured Court would be pleased to settle & confirme what ~~is left~~ of the moveable Estate is Left upon them for ye proper Estate, in consideration of what they have boon out, & must further expend in order to the bringing up the Children &c. This Court allowed & Confirmed ye aboveed

By a return from the Comissionrs of this County for opening the votes for choice of County Treasurer & Associates, they find that the Worshipll Peter Tilton Esqr was chosen County Treasurer & the Worshipll Jno Pynchon Esqr Capt Aaron Cooke mr Joseph Hawley & Samll Partridge were chosen Associates for the County Courts

Hezekiah Dickenson of Hadley hath granted to him a Licence to keep a publique house of Entertainment & to sell Liquors to Travellers, he keeping good order in his house & performing sd affaire without offence

In the Inventory of the Estate of Thomas Salmon deceased there is of Estate as followeth.

To an house Lot & orchard at	25li	00.
To 12 acres of Land at	48	00.
In all	73	00

The moveable goods being disposed of already to Wm Hulburt who married one of Tho: Salmons daughters & ye being one daughter more of sd Tho: Salmons unmarried, & nothing Left to be divided but the aboveed Lands, they propose to this Court for a Settlement of sd Estate as followeth —— To William Hulburt one halfe of sd house lot & orchard, & one halfe of sd twelve acres of Land in the Medow to be to him & his heires for ever. To Elizabeth Salmon the other halfe of sd house Lot & orchard, & the other halfe of sd twelve acres in the medow, to be to her & her heires for ever, there being no other heires of sd Salmon, & his wife being Dead: To this they presented as their Agrement

The aboveed was approved of as a full Settlement of the Estate of sd Salmon.

Signed. William Hulburt.
Eliza: W Salmon her mark.

Upon the Petition of Sedal of the Inhabitants of the Town of Hadley referring to an high way lately damnified by the River, so that the Inhabitants, especially at the South end of ye Town are much disadvantaged by it being also the Country Rhode, This Court have ordered mr Joseph Hawley, mr Medad Pomery & Lt John King to be for a Comittee to joine with the Select men of sd Town to consider & agree upon what may be most convenient to settle sd high way, both for the Country & to ease sd Inhabitants as much as may be, & to make return of what they conclude & determine will be best in all the respects aforesd

Samll Barnard as Attourney to his father Georg Colton proposed to this Court for a Judgmt to be entred fro the Jurys verdict at the County Court at Springfeild in Sept. 1690: wherein said Colton was Plaintiffe ag Joseph Markes & obtained his Case, & in asmuch as sd Markes was then out of the Jurisdiction, & Judgmt was referred according to Law, & now he sd Markes being Returned, & yet not being Warned to appeare at this Court to make his Pleas why Judgmt should not be entred, This Court therefore doe refer this Case to be Issued at Next Court at Springfeild & order that the Plaintiffe & defendt then appeare, & sd Markes to be warned accordingly.

Marke Warner & Nathaniell Warner are by this Cort appointed Guardians to one Mary Clatlin an Orphane Child, & mr Relation to them, to take care of her Good education & bringing up & putting her out accordingly.

The Administrators to the Estate of Bonja: Barret deceased pſented to this Cort an account of their Administring upon sd Estate hitherto & paym. of Debts wch account this Cort approves of, & order to be Entred accordingly.

There was pſented to this Cort the Last Will & Testam. of Robt Dankes deceased to wch mr Joseph Hawley & mr Medad Lumry made oath that sd Dankes was of sound minde wn he made it, & there being no Executor nominated this Cort appoint Jeremiah Web his Son in Law as an Administrator to the Estate, or as Executor of the sd Wil of the deceased: Also he pſented an Inventory of sd Danks Estate, to wch he made oath, that it was a true Inventory, & if more Estate appeare he wil readily make discovery of it to the Cort &c & he gave bond to the value of Six hundred pound for Security of sd Estate, & to give account of his Administring.

Mehitabel the Relict of Richd Morton deceased pſented to this Cort an Inventory of her late Husband Estate, to wch she made Oath that it was a true Inventory so far as she knew & if more Estate do appeare she wil readily make discovery of it to the Cort, & power of Administration is by this Cort granted to sd Widow & to her father In Law Richard Morton Senr, & to Sirjt Elizer Arrarey her Brot In Law, al wch are under a bond of an hundred & forty pound for Security of sd Estate, & to give account of their Administring, & in as much as the Estate is onely in moveables goods, & sd Widow is like to have Issue, the Estate is ordered to the Widows dispose for her self, & her Child shl may happ to bring up.

Whereas Godfrey Nimes bargained wth Bonja Barret deceased in his Life time, for a certain house Lot in Deerfield, wch bargaine appeared to this Cort to be Legal, altho Deeds & Conveyances were not made & Confirmed by said Barret, this Court therefore order the Administrators to said Barrets Estate to make Signe & Seale Deeds of Sale for sd House Lot, Confirming it to sd Nimes, & heires & Assignes:

Abigail the Relict of Thomas Crofts deceased appeared before the Worshipt Peter Tilton Esq, Capt Aaron Cooke an Associate & mr Samll Pattrigg Clerke, & pſented an Inventory of her late Husbands Estate, to wch she made oath, & power of Administration was granted to sd Abigaile & to Joseph Smith her Brother In Law, who gave bond to the sum of two hundred thirty & two pound for Security of said Estate, & to give account of their administring, wch this Cort approves of.

Ensigne John Hitchcocke & James Gerald pſented to this Cort an Inventory of the Estate of Thomas Swetnam Late of Springfeild deceased, to wch they made Oath, & they (being Administrators upon the Estate & Guardians to the Children of sd Swetnam) gave bond to two hundred pound for Security of sd Estate & to give acco of ye Administring on sd Estate.

Elizabeth Relict of Danll Lamb of Springfeild Late deceased gave oath to the Inventory of her Late husbands Estate before the Worshipt Colonell Jno Pynchon Esq, that it was a true Inventory, & if more Estate do appeare, she wil readily make discovery of it; & it being transferred to this Cort, they granted power of Administration onto said Estate unto sd Elizabeth & Ens: Jos Hitchcocke & to Samll Lamb Brothr to the said deceased who are under bond of three hundred pound for Security of sd Estate, & to give acco of their administring.

Samll Graves Senr of Hatfeild deceased, the Inventory of his Estate being proved before the Worshipt Peter Tilton Esq & the Associates & the Clerke of the County Courts, his Administrators pſented an additional Inventory of Debts fro sd Estate, wch must be deducted out of his moveable Estate: as also this Cort order, ye Trunk wch his first wives Cloathes in it, to be to his eldest girl, & sent to her Grandfather Coltons keeping to be pſerved for her: Also a Mare & a Cow which said Colton the father of the deceased Claimes out of sd Estate, as being only lent to his Son Graves deceased. One Mare at four pounds, & one Cow at three pounds ten shillings the mare or the value is to be to Samll Graves his eldest son & the Cow to his eldest daughter Rebecca, & his three Children, wch he had by his first wife sd mr George Colton having taken home into his care, sd George Colton & his Sonb Isaac Colton Esqr & Colton & Capt Thomas Colton are appointed Guardians to dispose of sd Children to be educated & brought up, as also to Looke after their Rights, out of their aforesd fathers Estate, til they come to be of age; & as to the Relict of Samll Graves aforesd, she has the ſof the whole remainder of the Estate for Ten yeares, & the thirds of the Lands so long as she lives, that is to say al debts & expenses or Rights aforesd being first discharged & paid, & then to be distributed to ye Children according to Law.

The Town of Springfeild pſentioned this Cort that wn as Gregory Mack Gregory, who was of ye Canada Souldiers, & by the Governor sent into this County & in particular to Springfeild, who were at charge to help him forward to his own place at Albany, & were at the charge of thirty six shillings in Country Pay, wch sum, this Cort order the County Treasurer to pay to ye

Mr Sam^ll Partridge pſented to this Court the Inventory of his uncle Christopher Smith of Northampton Deceased his Estate, to wch the Widow Smith made oath, that it was a true Inventory so far as she knew, & if more Estate appe she will readily make discovery of it, & power of administration is granted on sd Estate unto sd Sam^ll Partridge, bring under bond of two hundred & fifty pound for security of sd Estate, & to give account of his administring.

Several of the Inhabitants of Westfield pſenting a Petition to this Court Intimating there in a Complaint ag^t the Select men of the place for Irregular Rating of ym, & the Select men appearing in this Court, & mr as much as no pticulars are mentioned by Name, wm or how or by whom such Irregularitys are, the sd Select men that appeared were discharged, yt affirming before the Court, that yt know no such Irregularityes Committed by yn.

Mr Joseph Hawley Mr Medad Pomery & Lt Jno King Senr are by this Court appointed Commissionrs to end Smal Causes & tooke their oathes in Court accordingly.

John Sacket Senr of Westfield by a former Court being appointed as an administrator to gether wth his Daughter relict of Thomas Dewey Junr deceased on his Estate, & now appearing in Court & declaring he had none of the Estate in his hands, nor hath he medled wth any of it, & now desireing he may be disselfarged of sd Trust, this Court hath discharged him, provided he be clear of sd Estate & al accounts about it.

Mary the Relict of Sam^ll Ely of Springfield deceased pſented to this Court an Inventory of her late husbands Estate, to wch she made oath, it was a true Inventory, so far as she knew, & if more Estate appear she will readily make discovery of it to the Court, & is under a Bond of Eight hundred pounds for Security of sd Estate & to give account of their administring: also pſented an agreem^t between her Selfe & her Children, yt are of age & a paper of proposals, al wch mr order to settlem^t of sd Estate wch this Court approved of, & order said paper to be recorded in the Court Records.

The Widow to Jeremiah Hull of Deerfield deceased pſented to this Court an Inventory of her late Husbands Estate, to wch she made oath that it was a true One so far as she knew, & if more Estate do appeare she will readily make discovery of it, to the Court, & power of administration being granted unto the sd Widow, & to her father William Smeader of Deerfield aforesd, who are under Bonds of one hundred & fifty pounds for Security of sd Estate, & to give account of their administring & to Settlement of said Estate: this Court order the movable goods shall be to the Widows owne absolute dispose & the ꝓfit of the Lands till the Children come to be of age, & the Lands to be reserved to be disposed to the Children according to Law.

Joseph Woolcot for his vicious practises & vile Expſions ag^t dut^hority was amerced in a fine of fifty pounds to the County Treasury & now appearing in Court & pſenting a Petition wherein he acknowledges & Condemnes himselfe for such practises, promising reformation, & mr as much as goods have is upon him in taking away his House, & the greatest part of his moverable Estate by fire, this Court doe abate & release him fro the payment of sd fine.

The administrators to the Estate of Capt John Allice of Hatfield deceased pſented to this Court a paper of proposals as to a Settlement of sd Estate, wch is on file, & is approved of & ordered to be entred into the Court Records.

The Children of Mary Wels, alias Belding pſented to this Court a paper of their agreem^t as a full Issue & division of their father & mother Wels Estate, & it appeing they were unanimous in sd agreement, & have signed before sufficient witnesses, this Court approves & Confirmes it & ordered sd agreem^t to be entred upon Record.

In answer to the Motion from Suffield for continuing their way of raising rates as formerly according to mens Grants Numbers of acres or Quantitys of Each mens Lands, the last Court at Northampton having already given them direction therea bouts, wch if they had attended thereto as they ought might have spared their further Charge & Motion, wch being not agreable to al stated Law, we may not allow of them in, nor is it at their Liberty (upo ye accot of ye) forty pleading & improving any act or order of the Comittee of Suffield in Anno 1670, for their grounding upon, wch however in the Infancy & first settling of the place might be a prud^t provision in the time of it, yet cannot be held binding for ever, & may not be pleaded ag^t the Law of ye Country. Wherefore as a ful answer to that Towne, we direct & order their Adhering & attending to the Law title charges publiqui Sect. 2d. wch is Sett for ym & agreable to reason & righteousnes, that they ought to (& we must) abide by.

This Court have set out to apprenticeship the Eldest daughter of Jno Killam of Brookfield unto Sam^ll Parsons of Springfield, & he to instruct & educate her in reading English & Sewing & knitting a ſafull & Sober Servant & the said Apprentice to Live & serve according al ye rules of Apprentices for sd Term til she attain to the age of twenty one years, & sd apprentice to have delivered to her two Suits of Apparell at the end of her Time.

The Widow Pomery Relict to Caleb Pomery (of Northampton) pſented to this Court an

Inven:

Inventory of her late Husbands Estate, to wch she & his son Samll made oath, ye it was a true Inventory so far as they knew, & if more Estate appear they will readily make discovery of it to the Corte, & gave Caution & Bond to the sum of 600ll for Security of sd Estate, & to give acct of ye Administring, & pfering proposals as to a settlem of sd Estate which was approved of in Corte & ordered the Inventory & sd Settlem to be recorded in ye Corte Records.

John Holton Son to Deacon Holton deceased, pfented an Inventory of his fathers Estate to wch he made Oath (ye it on file) & gave bond to the of 120ll for Security of sd Estate & to give acct of it to the Courts, he also pfered an agreem as to the dispose of sd Estate, wch this Corte approves of, & order sd Inventory & agreem to be Entred into ye Corte Records.

John Noble Son in Law to Widow Goodman, of Hadley deceased pfented her Last Will & Testam, to wch Hannah Beamon & Abigail Kellog made oath, that it was her Last will, & that she was of sound mind wn she made it; ordered to be Entred upo Record.

Elisha Kibby of Enfield was pfented to this Corte by the Grandjury for that the sd Kibby brought home a Deere upon his horse out of the Woods on the Sabbath in the Middle of the Afternoone, it being Sabbath breaking, ye for ho is to appr at the next Corte at Springfield, & to be warned accordingly & the Witnesses are Jonath Bush Israel Meacham & Benja: Rees, who are also to be warned to sd Corte.

Abigaile Neele of Westfield was pfented by the Grandjury to this Corte for that she is found guilty of fornication — attested by Isaac Phelps, who is to be warned to the next Corte at Springfield, to wch Corte she is referred.

Symon Smith who hath married the Widow Heyley producing an Inventory of ye Estate of Jnll Heyley, wch gives an Account of about Eighty pound of Estate, out of wch Sum Several Debts have been paid, wch will abate said Sum, & ni as much as noe heire of sd Heyleys doth appe, this Courte Leave the Whole Estate in the hands of his Widow afforesd, to be at her dispose, except an heire should appeare, and whereas there is one acre of Land alienated to pay some of Jnll Heyleys Debts, this Court order the Administrator to pass Deeds of Sale of said Land frs John Heyleys heires, to the heires of William Gaylord deceased.

Japhet Chapin as Administrator to his Sister Baldwins deceased her Estate pfented to this Corte an Additional Inventory to her former Inventory of her Estate wch was allowed & ordered to be Entred upo Record, & by him to be pfered for her Children, he being Guardian to them.

Mingo a Negro servt of Samll Parsons of Northampton & Hana a Negro Woman Servant of Eng: Timo: Bakers was pfented to this Corte for fornication committed by ym.

Some Proposals were pfented to this Corte as to the Settlem of the Estate ~~of the Estate~~ of Samll Allis of Hatfield deceased: The Inventory of his Estate amounts to the sum one hundred sixty & one pounds, of wch thirty one pounds is movable Estate, wch is mostly for the value of it) expended in paym of Debts due frs the Estate; the remainder to be at the Widow Allis's absolute & free dispose as her own, & as to the House & Lands, wch is one hundred twenty & two pound of the aboves sd sum, of wch is in little or no Improvem at psent & ye Rents of the whole but smal & inconsiderable, & the Children young & stand in need of more expences for their bringing up, & al the Rents will be; Therefore the Widow to have the whole as to the ye benefite & improvem thereof for the ful term of her Natural life, & yt be not til then to be divided amongst the Children, the Eldest Son to have a double portion Rest to enjoy as Copartners: the Sons to have the Liberty to have the whole of ye Lands, paying ye daughters their portions in good pay, & reserve ye Lands to themselves, except they se Cause to sell out to their Sisters their shares in Lands &c: & in case sd Widow Marry, yn to have the ye of but one third part of ye Lands & housing for her Life time Onely. The aboves was approved & allowed as a Settlement of the Estate of ye Deceased aforenamed.

This Court order the Eldest Son of Jnll Killam of Brookfield to be & Live as an Apprentice with Ebenezer Parsons of Springfield Shoemaker, performing al his Lawful Comands & attending his duty in his place faithfully & truely; & sd Parsons to Educate & Instruct sd Apprentice in Religious things learning him to read & Write & to learn him his Trade, if he can, as also to find his sd Apprentice Meat Drinke washing & Lodging & al other necessarys meet for him al said Terme of his Apprenticeship, wch is til the Boy attaine the age of Twenty & one yeares, & ye to give & allow to him his sd Apprentice two Sufficient Suits of Apparel to al parts of his Body.

This Court is adjourned to Tuesday Come fortnight, wch is on the Twelfth Day of April Next ensuing the date hereof said

According to Adjournment the Co^rt Meet in Northhampton On April 12th: 1692:

Ther were Present
the Worship^ll Peter Tilton Esqr
one of the Honoured Magistrates
of this Colony -
Capt Aaron Cooke
m^r Medad Pomery } Associates
m^r Sam^ll Partrigg:

John Graves Senr of Hatfield producing sufficient proofe of a barguine made betwixt Capt John Allice deceased & himselfe wth reference to Nine acres of Land or ye abouts sold — him by Capt Jno Allice aforesd In his life tyme, & he dying not dead or Assurance made to him of sd barguined Land, this Co^rt Impower the Administrators to Capt Allice's Estate to pass over sd Land to John Graves Senr & to his heirs & Assigns by Deed of Sale confirmed according to Law.

Jonathan Hunt ~~Deacon~~ Exr to the Estate of his father Deacon Hunt of Northhampton deceased, & sd Deacon who was an administrator to the Estate of his Brother & Sister Ingersoll Deceased, & by his death being released of sd worke, his Executor forenamed p^sented an acco^t of the deceased's administration which this Co^rt approves of, & in as much as there was two pounds seventeen shillings in his hand, it was allowed to his Estate for his care & paines in managing the aforesd Estates, & taking Care for ye children: Also whereas sd Deacon Hunt in his life ordered & Left it in his Will, ye Jonathan Ingersol, of whom he had Guardianship should remain wth his Executor till he was sixteen yeeres of age, & ye be put out to Apprentice, wch this Co^rt approves of & Confirmes, the above mentioned acco^t follows on Record [i.e: in the Record at Nthampton]

John Goodman & John Noble p^sented to this Co^rt an Agreem^t wch all the children of Widow Mary Goodman late deceased have agreed wth reference to some alteration of the deceased's will to their better satisfaction, & hereall of ye^m acknowledged sd Instrum^t their act & Deed before the Co^rt, & the Co^rt ordered the Instrum^t to be Entered upon record.

Joseph Gillit sometime of Deerfield made a motion to this Co^rt, that w^ereas his Bro^r Jonathan Gillit now deceased, who was a Legatee to his fathers Estate, & in as much as his father deceased Left an Homelot in Deerfield aforesd, wch was Inventoried as his, & yet Peter Woodward of Bedham Laid a Claime to it, so that sd Joseph was forced to Redeem it, & in as much as sd homelot was distributed to him, desired his deceased Bro^rs Legacy might be allowed to him, to supply that p^t of his Legacy, wch said homelot should have made up to him free wth out ~~any~~ purchasing, & his Bro^rs Legacy being but small about Eleven pounds & the sum the purchasing the homelot aforesd amounts neer unto, this Co^rt allowed him sd Legacy of his Bro^r accordingly, & w^ereas N: Dickson Senr & Joseph Barnard in the form^r order were appointed to make division of sd Estate of his fathers amongst his Children, in which worke, if the aforesd Persons agree not, or otherwise meet wth Difficultie, this Co^rt Appoints Sam^ll Partrigg a Third Man to join with ~~ye~~ the other two to bring things to an Issue.

Mingo a Negro Servt of Sam^ll Parsons of Northampton & Hanah a negro woman Servt of Timo: Bakers, being both of ye^m p^sented to this Co^rt for committing fornication together, & being examined the woman owned the fact, & accused sd Mingo to be the father of the child in open Co^rt & to stand before the Co^rt, & although said Mingo stood mute, yet sufficient testimony appeared & gave oath in Co^rt, ye since the child was borne, he said Mingo owned to ye^m, it was his child, & it being an heinous Crime against the Light of Nature, the Law of God & man & provoking evil In the sight of God, & which so much abounds amongst us, especially In such Ignorant Ones, rendring ye selves like brute beasts, wch if not suppressed & restrained, such wicked practices will abound to ye reproach of all Religion, therefore this Co^rt adjudged said offenders both of ye^m to receive wel whipt on their naked bodyes wth fifteen Lashes apiece wel Laid on, wch accordingly was Executed on ye^m, & in as much as it is proposed to this Co^rt, whom the Illegitimate child belongs^t as also the charge of bringing it up, this Co^rt determine that sd Sam^ll Parsons & Timothy Baker the masters of said Negro's, be joint & equal In the charge of the child, either in payment or otherwise, til sd child attain the age of Nine yeeres, & ye to have a joint & equal propriety in sd child, the value wch of to be divided betwixt ye^m, or one of ye^m taking the child, the other to have payment of ful one half of the value of sd child to him which takes ye child.

John Cowles of Hatfield reviving his motion made in the begining of this Co^rt for a distribution of the Estate of Nathan^ll Bartlet deceased his wifes Brother, the Overseers of sd Bartlet bringing in an account of sd Estate, & Large accounts of his expences, wch said Cowles objected against, & their wanting more Evidence to Clear up what is right to be done in that Matter, this Co^rt to give the Parties Concerned better opportunity to clear up this matter, respited it to the next Court at Springfield.

Ensign Dan^ll White & John White as administrators to the Estate of Tho: Mekins Junr deceased p^sented on Account wth Reference to the Rents & Expences of sd Estate, ~~said White~~ it was under the care of Capt John Allice deceased as an administrator, & although a form^r account was

was brought in to the Court at Springfield Sept 29:1691. yt since finding some errors in said accounts, & upon further Consideration & searching into Matters by both Parties aforenamed, yt have rectifyed sd Errors, & pfent another acco, wch is to their joint Satisfaction as a ful & final Issue of al Reckonings about that matter, which latter account this Cort approves of & order to be entred wth the Records of this Cort: & whereas they Certify that there is in being in Hatfield several Particulars of the Estate of Thomas Meakins Junr, as it was in yr original Inventory, & of that Estate, this Cort order sd Estate to be delivered to the pesent Guardians of Tho: Meakins Junr his children for the use of sd children, & to be divided among ym wth this proviso, they give Double bond to answer any Just Claime may be made to any part of sd Estate by John Downing or any other, who hath had said Estate by the widow Meakins

Joseph Atherton & Sarah Atherton children of mr Hope Atherton & mrs Sarah Atherton some time of Hatfield deceased appeing in this Cort & declaring yt had made choice of Enos Kingsley & Tho: Sholding to be their Guardians to take Care for yr & their Estates, yt being in Orphan state & Condition, wch this Court approves of & allowes.

David Alexander appearing in this Cort & desireing a Guardian may be appointed together wth him to take care of Samll Langhton deceased his Children & yr Estate, this Cort have appointed mr Medad Pomery as a Guardian for the ends aforesd.

Jeremiah Web Executor to Robert Daniels Estate, or as an Administrator pesented to this Court an Account of Debts due to & frd sd Estate to wch account he made oath In Cort, it was a true account this Cort order it to be entred vpo Record

Whereas Samll Billing who married the Widow Relict to Tho: Miller deceased, pesented to this Cort a motion wth reference to the Estate of sd Miller, & although sd Miller disposed his Estate by his Wil to his Relict & her maintenance & the Remainder to be disposed to his Children: & as to the Moverables Goods, they being by the Providence of God very neer two thirds of ym destroyed by fire, wth yr house in Springfield was burnt, therefore this Cort order the remainder of the moverables be improved & used in bringing up sd Millers two children wch are but yong & may need much more to bring ym up, & the rather because sd Miller in his Wil aforesd provides for a sufficiency of his estate to be Improved for the end aforesd,

George Webster pesented to this Cort an Additional Inventory of the Estates of his father & mother deceased to which he made oath It was a true Inventory so far as he knew, & if more Estate did appeare he would readily make discovery of it & power of Administration was by this Cort Granted to sd Geo: Webster, & John Alexander his uncle, who give bond to double the value of sd Inventoryed Estate for Security of sd Estate, & to give account of their Administring.

Henry Web being ordr to the Cortty, being accused wth Vicious practises & stood bound in a bond of twenty pounds for his appeance at Springfield Sept. 29:1691. vpo the nodglect of wch sd Cort declared his bond to be forfeited, in wch his Land in Northampton was bound, & there being two acres & halfe of sd Land tillable, It is left unto mr Medad Pomery for the year ensuing, he paying yr for to the County treasurer the sum of fifteen shillings.

The Administrator to the Estate of mr Nathan Chauncey deceased pesented to this Cort an accounts of Sevral debts pd & other Expences out of his Estate, in bringing up the Children, it was by this Court allowed wth this proviso, the remaining free Estate be divided among the children & no more expended, be allowed on yr acco, & in as much as the house & homestead in Hatfield have been Let out sevrall years to this tyme to be subdued & broken up & fitted for use, whereby It is judged fifteen pounds better than it was, wch must be added to the Inventory of free Estate & mr Samll Partridge, one of the Administrators aforesd is released of that Trust as an Administrator of sd mr Chauncys Estate, & the account to be entered on Record,

The Widow or Relict of Ensigne Lyman deceased & his children pesented an agreement to this Cort, referring to full Issue of al Debates about his Estate, & although in the former Courts a former Agreement of yrs was allowed of & entered, yt now the Parties abovenamed receeding frd sd Agreement & now agreeing as aforesd, that so much of the Wil of the deceased as can be provided shal stand, wch was also pesented, wch agreement of theirs this Cort allowes & Confirmes, & order yt Last Agreement wth the wil aforenamed be Entred on Record.

Lt Tailor producing Legal proofe of a Bargaine & Sale of Land in North Hampton by Joshua Pomery deceased to him sd Tailor, this Cort order Joshua Pomery Administrator to make Signed & Seale Conveyances of sd Land according to Bargaine:

Lt Tailor is Licenced to keep a publike house of entertainment, & to sell Liquors keeping good order in his house for the year ensueing.

The Administrators to the Estate of Jn Graves Senr pesented a paper to this Cort as to a full Issue & agreement wth reference to the settlement of yr Estate & this Cort ordered it to be Entered into the Cortty Records.

John Noble Executor to the Estate of Widow Mary Goodman deceased pſented to this Cort an Inventory of her Estate, to wch he made oath, that it was a true Inventory and if more Estate appeare, he will readily make discovery of it to the Cortt; & wch as Thomas Goodman an Orphan haveing chosen sd John Noble, & his Brother John Goodman to be Guardians to take care of him & his Estate, this Cort approves yof.

Whereas Robert Lyman now of Northampton, who is in a distracted Condition, wanting the vse of his reason, or at least wants ability to manage himself & his Estate for advantage, & therefore according to Law is at the dispose of the Selectmen of said Towne, as also what Estate is of his for his maintenance, & in as much as his relations who are nextly concerned in this matter for his maintenance, & taking care about him, wch yt find difficult; this Cort therefore being willing to strengthen said Selectmen of sd Towne, in the performance of their worke in this matter, do hereby order & Impower ym, by Warrant to Impſt such place or places either of the Relations or any others where they Judge meet, to set out sd Lyman that he may be vndr Government & brought to good order, if it may be.

Capt Aaron Cooke & Mr Samll Partrigg were appointed by the Cortt to survey & County treasurr accot, & to fr what is the Just Ballance due fro the County:

this Cortt have granted a Rate proportionable to answer the real debts of ſd County to be forthwth Levied on the whole County to discharge sd Debts.

At a Meeting of the { Worshipful Peter Tilton & Worshipl Maj Jno Pynchon } Esqrs.

& the Countys Clerke viz. Jno Holyoke at Springfield: Apr: 9: 1692

Mr Pelatiah Glover Junr pſented in the pſence of the above sd the Last Will & Testam of the Revd Mr Pelatiah Glover his father late deceased, & the Witnesses to sd Will being all pſent made oath, yt to ye best of y discerning, the Revd Mr Glover was of sound mind & pfect Memory, wch he signed the above sd as his Last Will & Testam.

Also sd Mr Glover made pſentmt of the Inventory of the Estate of ye sd Mr Glover deceased, & made oath that it was a true Inventory, & if more Estate appear he will reveal it.

Also the Worshipfl Peter Tilton Esqr pſented the Inventory of the Estate of his son in Law Joseph Eastman of Suffield deceased, oath being made to it, as vpon sd Instrumt is expſſed & power of Administration is now Given to Mary the Relict of sd deceased, she giving Bond to the Sum of five hundred pounds for Security of sd Estate, & to give accot of her administring yton, wch thereto required.

At a Sessions of the Peace,

& County Cortt or Inferior Cortt of Comon Pleas held at Springfield Sept. 27. 1692:

Where for the holding of this Cortt were pſent their Majties Justices of Hampshire: viz: Jno Pynchon Esqr Peter Tilton Esqr. Samll Partrigg Esqr Aaron Cooke Esqr. Joseph Hawley Esqr

The Juries were:

Jonathan Burt Senr.
Eliakim Cooley
Jonath Ball
Natht Phelps
Joseph Root
Ebenezer Strong
Chileab Smith
George Stilman
David Ashley
Samll Root
Jonath Tailor
Samll Belding.
John Catlin.
Samll Wright Jn Catlin
Caleb

See the next page:

July 26. 1692.

At the Genrl Sessions of the peace held at Jn West-Hampshire in ye Majesties Province of the Massachusets Bay in New England, being the first Sessions after that his Excellency Sr William Phips Knight tooke the Government.

For the Keeping of this Sessions of the Peace were present

John Pynchon
Samll Partridge
Aaron Cooke
Joseph Hawley
} Esqrs.

The Comission for their Majesties Justices of the Peace for sd Hampshire in their majesties Province of the Massachusetts Bay in New England for the conservation of the Peace, & for the quiet Rule & Governmt of the People of said County was firstly Read.

Imprimis. It was ordered that Constables tithing men, or other officers according to their respective Howes & Places chosen & sworn shal stand & continue their respective yeer by and according to sd choices & oathes & to officiate accordingly.

Capt Samll Partridge hath Licence to retaile strong Drinke.

Leiut Jno Tailor of Northhampton, Capt George Norton of Suffield, Hezekiah Dickenson of Hadley mr John Richards of Enfield, & Widow Mary Ely w̃ her son Samll Ely were licensed & allowed to keep Severally an house of Publike entertainment & to retaile Strong drinke in their Several towns for & during one yeer ensuing, so as they do not suffer any unlawful games to be used in their howses, nor any evil Rule to be kept there, but that they do behave themselves therein respectively according to Law in that behalfe made & provided, the sd Licensed Persons giving bond Severally to this Court in the sum of Ten pounds apiece to do according to the premises.

The Guardians that at the Last Court at Northhampton were appointed to or for the children of Samll Graves of Hatfield late deceased to joine w̃ Quartermt George Colton in that care & trust, they disuting sd Trust, & sd Quartermt Colton shewing himself willing & desirous to take ye trust wholly upon himselfe, this Court do grant him his Desire, The Names of the Children of sd Graves, that he takes the Guardianship of, are Rebeca Samll & Joseph.

Complaint being made at these Sessions by the Keeper of the prison, that ye yet no supply of Lockes & Chaines needful for the Securing of the Prisoners &c: The Justices did appoint Serjt Luke Hitchcocke to provide such things as were Lacking, & needful, & that the Charge or Costs shal be borne or pd by the County Treasurer

Whereas Elizr ffoot the son of Samll ffoot of Hatfield Late deceased was by the Guardians of the Children of sd deceased set out or disposed to Tho: Mirricke Senr to take care of him for his Education, & this Court being Informed that sd Child is neglected & in danger to suffer, this Court doth therefore order & further Impower the sd Guardian viz Samuel Partridge to take effectual Care that the sd Child be better Looked after, or be set out to some other Meet Person.

At the General Sessions of the Peace, & County Court or Inferior Court of Comon Pleas held at Springfeild. Sept. 27. 1692.

Where were pseent for holding this Court. Their majesties Justices of Hampshire: viz John Pynchon Esqr Peter Tilton Esqr Samll Partridge Esqr Aaron Cooke Esqr & Joseph Hawley Esqr.

The Juro̅rs were

Jonath Burt Sord.
Elizakim Cooley.
Jonathan Ball
Nathll Bliss.
Jose. Root.
Ebenr. Strong.
Chileab Smith
George Shilman
David Ashley
Samll Rooke.
Jonath Tailor
Samll Belding.
John Catlin.
Samll Wright Jn Catlins Cases.

The Comission for their majesties Justices of the Peace for this County was Read

mr Nathanll Bysset of Windsor Plt. p Contra John Bement of Enfeild Defendt in an action of Debt according to attachmt.
The sd Plaintiffe was nonsuited & ordered to pay his Actions Entry 10s

John Pynchon of Springfeild Esqr Plt p contra Jno Bement of Enfeild Defdt in an action of Debt according to attachmt. Entry 10s
In the action depending in Court between John Pynchon Esqr Plt. & John Bement of Enfeild Defendt, the witnesses being read & given to the Jury they brought in their Verdict that they find for the Plt. three pounds four shillings & Costs of Court wch were as p bill allowed of: one pound four pence

Thomas Hayward of Enfield Plt. p contra sd Jno Bement Defd. in an action of debt due by Bill according to attachment. Entry 15s.

In the action depending in Court between Thomas Hayward Plt. & sd Bement defend, the evidences after reading in Court were committed to the Jury, who brought in their verdict, that they find for the Plt. fourteen pounds & Costs of Court: as by bill allowed of in Court one pound ten shillings & seven pence.

Samll Northam of Deerfield Plt. p contra Francis Barnard of Hadley, as administrator on the Estate of John Dickenson deceased, Defend. in an action of Review of an action comenced at the Court at Northampton March 31: 1691: wherein he was Cast, & had Execution att him and was Executed upon in his Estate, to a Return of the Sum was Executed upon his Estate according to attachment, Entry money 20s.

In the action of Review where Samll Northam was Plt. p contra Francis Barnard as admr be defend, the Evidences were read & committed to the Jury, & they brought in their Verdict, that they find for the Plt. twenty two pounds thirteen shillings & Costs of Court & Costs of Court as by bill allowed two pounds eleven shillings.

Samll Northam of Deerfield Plt. p contra Francis Barnard as admr on the Estate of Jno Dickenson deceased Defend, in an action of Complaint, that he refuses to pay his wives portion as was appointed to her by det of a former Court according to attachmt. Entry 10s.

In the action depending in Court where Samll Northam was Plaintiffe att Francis Barnard as admr be defend, the witnesses were produced & read in Court & committed to the Jury & they brought in their Verdict, that they find for the Plaintiffe two pounds ten shillings & Costs of Court, as by bill allowed of in Court one pound nine shillings & six pence.

Charles Ffurrey Sond Plaintiffe p contra Peter Mills of Windsor defend, for not pforming a Covent as accord to attachmt, the Plaintiffe wdrew his action, but pays his Entry 10s.

mr John Catlin of Deerfield Plaintiffe p contra Joseph Baldwin of Maulden by his Attorney mr Samll Partrigg Defend for holding or detaining him from his Inheritance to a surrendry of the same according to Summons

In the action depending in Court where John Catlin was Plt. & Joseph Baldwin Defd. ye witnesses were produced & read in Court & committed to the Jury, who brought in their Verdict, that they find for the Defd Costs of Court, as p Bill allowed in Court thirty shillings.

mr John Catlin Plaintiffe takes his Liberty to make his appeale to the next Court, which is proper to receive appeales of this Nature from this Court & doth become bound in the Sum of one hundred pounds to the Defend to prosecute it to effect & to answer all Damages to the acceptance of sd Court, & of the defend but

Thomas Sheldon of Northampton Plt. p Contra mr Philip Paine of Northampton Defend for non paym of a debt due by Bill, according to attachment, Said Plaintiffe wdrew his action, & the Court abated him one half of the Entry money, to wit five shillings.

Thomas Noble of Westfield Sond, being presented in Court as chosen Constable for sd Town, tooke the Constables Oath in Court to pforme sd Trust.

William Rondel of Enfield giving Security in the sum of ten pounds at the last Court at Springfield for the good behavior of his daughter Mary till this Court, did desire of this Court to be discharged of his sd bond, & his daughter being called three times in Court & no body appearing in Court to alledge any Reason why she should not be discharged, this Court did judge meete, she that she should be discharged,

Elisha Kibbee appearing to answer to his presentmt for profaning the Sabbath, did acknowledge what was Laid to his Charge, this Court did admonish him to be more watchful in time to come, & to bear their due testimony att such provoking evills, did amerce him in the sum of ten shillings to the County Treasurie & to pay all the pressentmt Charges.

David Winchel & Jonathan Winchel of Sufferld being convicted in Court of Reproachful & lying Speeches att mr George Philips their Late minister, this Court did Sentence to pay forty shillings apiece to the County Treasurie, & to stand bound each of them in the sum of ten pounds for their good behaviour, till this time come twelve months & pay all the Charges of both their presentmts, the Bill of Charges is on file:

Edward Burlison of Sufferld being presented by the Grandjury man of Sufferld before the time of this Court to major John Pynchon Esq for humilous vile speeches att mr George Philips their late Ministr, was summoned to appr before their majties Justices at this Court, & was called in Court three times, but appeared not, the Witnesses that attended were sworn in Court, & the Justices did order the Clerke should Issue out a special Warrant to the Constable of sd Towne, to apprehend the sd Burlison & bring him before the Worshipful major Pynchon, who is to proceed att him according to Law for

Contempt of Authority & for his Lying & Scandalous Speeches agt sd mr Philips, or else to bind him over for his appearance at the next Court.

It being concluded at the preceeding Court at Northhampton that there should be a County Rate made to pay the Countys Charges, but no Sum then set, this Court do now order, that a Rate of Eighty pounds be raised, & that the Treasurer issue out his Warrants to the Several Towns to pay their respective proportions of said Eighty pounds.

The Town of Enfield being presented by the Grandjury to this Coⁿᵗᵉ for defect of a bridge at the Lower end of the sd Town, this Court order that the Selectmen be warned by the Clarke to fit to the repair of the sd Bridge, & to give accⁿᵗ of it to the next Court

Thos. Dag of Springfield Sen, Jno Ponder of Westfield & Wm Gul. & Nathaniel Dickenson of Hatfield petitioning this Coⁿᵗ, that because of their badness of sight, or other Crazinesses they might be discharged fro military Trainings, & was accepted in their desires, & accordingly discharged.

Stephen Lee of Westfield being presented by a Jithing man of Westfield, viz. John Ponder, for refusing to hearken to him, whom reproved by him for entertaining young Persons in his house to sing & make a rout at unseasonable time of Night, viz. after midnight, the Justices agreed that Major John Pynchon Esqr should send for him, & deal wth him accordg to the merit of ye Case

Patience Miller of Northhampton in this County Petitioning the Sessions of the Peace this Sept 27: 1692. for some order of Court referring to a Grandchild of hers named Zebadiah Williams, about 17. yeeres of age & an orphan, this Coⁿᵗ appoint sd Patience Miller to be Guardian to sd Orphan, & dispose him to apprenticeship or otherwise for his good Education & bringing up, being fully & wholy at her disposing.

It appearing at this Coⁿᵗ by sufficient Testimony that Isaac Warner of Deerfield deceased sold a certaine house & homelot of his at Hadley to Tho: Crofts; this Coⁿᵗ therefore have impowered the Administrator on the Estate of sd deceased viz. Sarah Relict of sd deceased & Isaac Warner his son to draw sign & deliver a Deed of Conveyance of sd housing & Tremᵗ unto the heirs of sd Thomas Crofts, who since the purchase is deceased.

Joseph Williston having some Skins (that he traded for wth the Indians) seized some time this Sumer by the Worshipful Peter Tilton Esqr, & condemned as forfeited, & petitioning this Coⁿᵗ, that he may have his Skins or furrs againe, or else the value they were sold for, he pleading his ignorance of the Law forbidding such trading, this Court do remit his transgression, & do allow that what sd Skins made should be returned to him.

Mary the Relict of Joseph Eastman of Suffield deceased presented to this Court an Additional Inventory of the Estate of her said Husband, & this Court do order it to be added or recorded wth the first or former Inventory, & that administration of sd New Estate may be managed, as was ordered for what was given in a former Inventory.

mrs Mary Woolcot of Brookfield made discovery to this Court of three pounds three shillings In money, to be added wth the Inventory of the Estate of mr John Woolcot deceased, wch this Coⁿᵗ order to be entred accordingly, & that she dispose it according to the Will of sd deceased.

Richard Waite is further appointed the Keeper of the Prison house in Springfield & is allowed the privileges therefo; & whereas he complaines things are out of Repair &c: this Coⁿᵗ doe order that Marshal Hitchcock wth sd Prison Keeper do what is needful towards Repairs, & other necessarys, & that they give account thereof to the County Treasurer:

At the General or Quarter Sessions of the Peace, and the Inferior Coⁿᵗ of Comon Pleas held at Northhampton March: 7: 169 2/3

where were pᵗsent Peter Tilton & Aaron Cooke Esqrs, who (because Samuel Partridge & Joseph Hawley Esqrs the other Justices for the Keeping of sd Coⁿᵗs were absent being imployed about the Publike affairs of the Province at Boston) did adiourne the sd Coⁿᵗ to the 14th day of the same month of March:

At the Gen^tl or Quarter Sessions of the Peace, & Inferior Co^rt of Comon Pleas held at Northhampton March: 14: 169$\frac{2}{3}$ by Adjournm^t from the stated tyme, viz from the first Tuesday of this Instant March:

Where were p^sent for holding of sd Courtes

Maj^r John Pynchon, Peter Tilton, Aaron Cooke } Esq^rs

And the Jurors were.

Medad Pumry
Sam^ll Allyn Senr
Tho: Lyman.
Abel Wright Senr
John Dorchester
Thomas Hovey.
John Kelog.
Jedidiah Dewey
Elisha Kibbey
Victory Sikes.
Joseph Barnard
Joseph Belnap.
Richard Morton.

At those Sessions of the Peace Symon Smith of Springfeild was p^sented to be Gager & Packer of sd Town & allowed of & appointed to be sworne at Springfeild by the Justice there, because not Present at this Co^rt

Joseph Smith of Hadley being Presented for Gager & Packer for sd Town was allowed of at those Sessions & appointed to be sworn by ye Justice of Peace in sd Town.

Joseph Selden of Hadley of Hadley being chosen Constable for sd Town appeared in Co^rt, & tooke the Constables oath for p^formance of sd Trust

Jonathan Alvord of Westfeild & Jonathan Hunt of Northhampton: being chosen Constables for the Respective Towns tooke the Constables oath for their Performance accordingly of sd office.

John Bridgman of Northhampton being chosen Sealer for Weights and Measures for sd Town, tooke the oath of sd office in co^rt.

The Grandjurors for those Sessions Requesting to have some allowance to help to bear their charges; This Court Considering that the warrant being issued out according to the former Manner, viz: for their attendance ab Jurors for the Trials of Causes also in the Courtes of Pleas, This Co^rt determine their charges for ye dist to be paid as formerly by the County Treasurer.

The Jurors are for the next Quart^rl Sessions also:

Nathan^ll Pholps of Northhampton was appointed Gager & Packer for sd Town, & Sworne

Mr Medad Pumry being chosen Town Clerke tooke the oath of sd Trust in Co^rte for ye Town of Northhampton.

John Lyman of Northhampton being chosen Sealer of Leather for sd Town, Was sworn in Co^rt for sd Trust.

Isaac Shelding Senr, Marke Warner John ffrench Sam^ll Curtice Ebenezer Wright, Sam^ll Judd, being chosen Tithing Men for the Town of Northhampton were sworn in Co^rt to their performance of the office of Tithing Men.

Thomas Allison of Deerfeild, being chosen Constable for sd Town, & Eleazer Hawkes being chosen Packer & Samuel Northam being chosen Sealer for Weights & Measures, & William Smeade & Sam^ll Carter being chosen Tithing men were each of y^m sworn in Court to their Performance of their Respective Trusts for the Town of Deerfeild.

(Joseph Barnard Town Clerke & Jos Catlin Tithing man for sd Town not sworne)

Whereas Daniel Downing of Rochester towned or in the Narraganset Country & James Hunter & John Hunter late of Springfeild in Hampshire were by Suffield Constable Complained of to the Worship^ll Maj^r John Pynchon Justice of the Peace Esqr, to have made an allarum in the Town of Suffield to the great disturbance of the People, & the sd Constable had a Summons from the sd Justice of the Peace to bring sd Disturbers before him, or else (because the River was difficult of passage by reason of the Ice &c) that the sd delinquents or disturbers of the people should Give Security or bond for y^r appearance at the next Gen^ll Sessions at Northhampton in the sum of five pounds, & so be discharged of appearance for his Worship, & the sd Downing & the sd Hunters did Jointly & Severally give bond to the Constable for y^r appearance at the following Gen^ll Sessions of the Peace, & to abide the order of sd Co^rt, & sd Dan^ll Downing did leave with said Constable John Burbanke Junr his bill of Debt to him sd Downing containing four pound ten shilling makeing the same over, also nine shillings in the hands of Benoni Beaines as security for his & their appearance at the sd Co^rt; the wch Bond & Bill of Debt & first Summons & Testimonys were produced & read in Court, & the sd Dan^ll Downing James & John Hunter were three tymes Each of y^m called & neither of y^m appearing, the Justices of the Peace did Judge their Bond forfeited: & this Co^rt of Sessions of ye Peace being Sensible of the ill Consequences of such disorders, & to Restraine such like rioters do amerce ye sd Dan^ll Downing James Hunter & John Hunter in the sum of twenty shilling p^r price to be paid to the County Treasury, & to pay al Charges by reason of sd p^sentment, wch are as by bill allowed off twenty & four shillings: & do order the Constable of Suffield to seize the Contents of sd John Burbanke his bill, wch is four pounds ten shillings in good Merchantable Tow Cloth, two shillings & six pence p^r yard & yard wide, & ye nine shillings in Benoni Beaines his hands for ye satisfying said fines & charges respectively according to sd Bill, & that the Clerke send a Coppy hereof to the Constable of Suffield to performe accordingly.

John Woolcot of Brookfeild was allowed to keep an house a publike entertainm^t & to retaile strong drinke for & during one yeer so as he suffer no unlawful Games to be used in his house, or any evil Rule to be there, & that he behave himself in his licence in al things according to Law in that behalf provided, he engaging himself to the County Treasurer in the sum of Ten pounds to do according to the premises.

In answer to the Petition of Joseph Kelog of Hadley wherein is alleged that the Comissioners of the Several Towns left out his head at the taking the Country List Anno. 1690, & considering that the Act of the County Court March: 31: 1691: looked forward & not backward twenty Rates past, & considering the condition of the Petitioner, his age & Infirmity, the Sessions Judge meet, that he be abated my Money Rate twenty shillings, & that the Town of Hadley beare and allow the same, & so the Constables of Hadley to returne to sd Joseph Kelog his good seized in sd Constables hands.

It being laid before ~~those~~ the Justices at this Sessions, that their is difficulty wth reference to ye Collecting of Springfeilds Proportion of the Country Rate of twenty four thousand pounds: the Justices have weighed the matter do determine & order that the sd Town of Springfeild chuse a Collector to joine wth the Constable into whose hands it was first Committed to collect sd Rate

The Grandjurors did bring into this Sessions their indictm^t of m^r Peter Goulding wth Bills vera, that he did Contrary to the Peace & Bonds Morely towards one of their Majesties Justices of the Peace for Hampshire, viz. Peter Tilton Esqr utter himself in vile & reproachfull writing under his hand, & that he did contrary to the truth, say, that he heard not, or did not hear a Case of Replevin, whereas he did attend the hearing of ye same, The Justices ~~hath~~ ye sd Sessions upon ye considering the premises did bind over the sd Peter Goulding in the sum of twenty pounds for his appearance at the next Quarter Sessions of the Peace, for his abiding the order of sd Sessions

The Complaint of several of the Inhabitants of Westfeild of ye being over rated in their proportion of the 24000^lb being at those Sessions considered, together wth what the Select men (who appeared) have presented as to the grounds of their acting in that List & Assess^m^t, wch ye sd Select men have since rectified, & here presented, the sd Rectification or regulation being received, & finding it to Relieve most of the persons aggrieved, & to be to better satisfaction of the Complainants the Justices at this Sessions do allow of & grant the Relife therein & thereby afforded unto the Complainants & therefore do order the Constable of Westfeild to take in mens Rates according to sd Rectification thereto annexed & signed by sd Select men, & to allow any person formerly set too high, what ever sum they were over assessed, & further the Justices do order that what ever mistakes appear in the Proportioning mens Rates or sums in the Rate, that they be rectified and allowed to particular persons: viz. to Matthew Noble Josias Dewey Junr & others: also the Justices appointed the present Select men to attend the aboveid works:

The Town of North Hampton, & the Town of Westfeild did present divers orders made at ye respective Town Meetings in this present month, wch were allowed of confirmed by order of this Sessions:

March 15. 169 2/3 — By reason there were not Justices of the peace enough for number to hold the Inferior Court of Common Pleas, The Justices present did adjourn the sd Court of Common Pleas to be kept on the next Tuesday come three weeks, or to the tenth day of April next: & ye Jurors to attend at sd Court as the Justices see Cause

At the Special Sessions held at North Hampton April. 10. 1693.

Where were present for holding this Court

The Worshipful { John Pynchon, Peter Tilton, Samuel Partridge, Joseph Hawley, Aaron Cooke. } Esq^rs.

Whereas the Justices of the Peace at the Gen^ll Sessions March. 14. 169 2/3 (held at sd Lyme by adjournm^t) had a Complaint of Lieu^t Joseph Kelog laid before them. viz: that ye Select men of Hadley Anno. 1691. tooke in his Pole to help to beare payment in the Country Rates, viz. both the twenty come Rates & sd Town of Hadleys Proportion in the 24000^lb money Rate both made from the List taken Aug: 1690. when as the Commissioners for Assess^m^ts for this County left his Pole out of the sd List made Aug: 1690. & the Select men also of the yeer 1690. Left out his Pole also out of sd List. The Justices of the Peace at this Sessions having weighed the whole Case, do Judge the Complainant was overrated, & order that he be rebated thirty & one shillings in the money Rate, & that the present Select men doe Assess or proportion the sum of thirty & one shillings money upon the Inhabitants of Hadley equally, & that the Clerke send the sd Select men a Coppy of this their order,

The Select men of North Hampton having represented to this Sessions the distressed state & condition of Robert Lyman needing relife & Succor, wch this Sessions having considered, do order & appoint the Select men of North Hampton from time to time to take care of, & provide for sd Robert Lymans Support, & subsistence, for wch end they are to take into their hands any

Estate of sd Roberts Lyman, that is remaining & to his hand & improve the same for ye maintenance of sd Lyman, as far forth as it will goe, & can extend, & what needs further for his relief, from tyme to tyme to be advanced by the sd Town of Northampton, & the Select men of said Town respectively as necessity calls for, from tyme to tyme to raise the same upon the Inhabitants of, according to the act of the general assembly, whereby this Court depute sd Lyman Inhabitant of sd Town, & to be relieved by ym, leaving it to the Justice Hawley to give order for sd Lymans Reception by such he shal Judge meet to entertain him in their houses:

John Pengilly & Jacob Adams both of Sufield, Each of ym Complaining to this Court, One saying that his Neighbor by runing a Crooked Lyne comes in upon his Lot, & ye other saying also, ye same man comes in upon his Lot, This Court desirous to advance the mutual satisfaction of both do appoint their Lot Layer David Winchel & Victory Sikes & William Prickett timely to meet together to run a Strait Lyne between their Lots from Corner to Corner, reckoning that to be the only proper way of settling the Line between the sd John Pengilly & sd Jacob Adams.

Orders made by the select men of Deerfield were presented to this Court & read & this Court allowed sd orders, confirming the same, so that the Inhabitants attend the act of the Gent Assembly according as sd act directs about the prosecution of any such orders.

Francis Barnard of Hadley Petitioned by his Attourney Joseph Barnard to this Court, for regulation of two Executions extended on his Estate to satisfy Samll Northam of Deerfield according to a Judgment of Court held at Springfield, Sept. 27. 1692, yt sd Northam obtained agt sd Francis Barnard, In answer to ye Petition this Court did declare that the Executions ought to goe out only according to Judgmt, & no otherwise, & what is done otherwise in way of Execution in this Case ought to be rectifyed, & hereby is ordered to be rectifyed accordingly.

Patience Miller of Northampton being appointed at the Court Sept. 27. 1692 to take her friend child Zebadiah Williams, & to educate or get him out for Education, & Godfrey Nims his father in Law, who married said Childs mother appearing at this Court, & shewing it is grievous to him, & giving Reasons why he thinkes the child should not goe from him, This Court appoint the further hearing & determining hereof at the next Genll Sessions at Northampton, wt both Partys & the Child are to appeare before the Justices, allowing the Child to be with his father in Law in meane time;

Mr Joseph Hawley is appointed by this Court Clerke of the Sessions for Northampton Courts, & for the present to ease persons, who may need Writs for the Court of Pleas to issue out them also, til his Excellency shal give further order.

The Justices at this Sessions did Grant to Samll Owen of Brookfield upon his desire a Lycence for the yeer ensuing to keep an House of Publike entertainmt & to sell drinke he keeping good Rule & order in his house, & well behave himselfe in his Licence according to Law in that behalfe provided: & sd Samll Owen gives bond to the Court in the sum of ten pounds to do accordingly.

At the General Quarter Sessions held at Springfeild: Sept: 26. 1693.

Where were present for holding this Court,

John Pynchon Esqr one of the Member of ye majties Council

Peter Tilton, Joseph Hawley, Aaron Cooke } Esq^rs } Their Majesties Justices for Hampshire:

The Grand-Jurors were

for Hadly { Nehemiah Dickenson foreman.

for Springfeild { Nathaniel Burt Senr. Japhet Chapin, Sam^ll Bliss Senr. John Barber. . .

for North Hampton { Sam^ll Bartlet, William King.

For Hatfeild { Sam^ll Belding.

For West-feild { Tho. Noble Senr, John Sacket Senr

For Suffeild { Nathaniel Harmem

For Enfeild. { Joseph Warner.

For Deerfeild. { John Sheldon:

James Lawton of Suffeild being Sumoned to appear at these Sessions to answer for his neglect to attend ye majesties Service, in not keeping Garrison at Brookfeild sometime the Sumer past being impressed so to doe by the Constable of Suffeild, & appearing in Court, was heard & Considered in what Excuse he had to make; And the Justices did See Cause to fine him in the Sum of twenty shilling money,

Whereas Thomas Lyman of North Hampton was chosen Constable for the Town of Northampton for this yeer, & warned to appear before Justice Hawley to take the oath for sd office, but did refuse to take sd oath, & being warned to appear at these Sessions to give his reasons why he should be excused, & not appearing the Justices did order a Warrant to be signed by the Clerke of the Peace to be directed to any of the Constables of sd North Hampton to Levy the fine of five pounds by distress & Sale of the Goods of sd Tho: Lyman returning the overplus if any, & that the sd fine be delivered according to the det of ye Gen^ll Court or Assembly to the Overseers of the Poor, or to ye Selectmen for sd Town, for the vse of the Poor of sd N Hampton:

Widow Mary Ely, & her Son Sam^ll Ely of Springfeild, & Capt George Norton of Suffeild, are anew further licensed & allowed to give publike entertainm^t, & to retaile strong drinke in their new dwelling houses during one whole yeer, provided they keep good orders in their sd houses, not suffering any unlawful games to be vsed in their houses, nor any evil rule to be there, behaving ye^mselves y^rin, according to the Lawes in that behalf provided, & they entr y^m Selves as bound in the Sum of ten pounds a price to doe accordingly.

Thomas Abbee of Enfeild presenting to this Court a certificate from the Selectmen of sd Town, concerning their approving to keep an house of publike entertainm^t, And this Court do allow & Licence sd Tho: Abbee to keep an house for publike Entertainm^t in his new dwelling house & to retaile strong drinkes during one yeer, provided he behave himselfe according to the Lawes in that behalf made, not suffering any unlawful games in his said house, or appendances, keeping good rule & order in his sd house, & entering himselfe also as bound in the Sum of ten pounds so to doe.

John Butcher the French man being presented by the Grand jury to this Court for breach of the Sabbath, in shooting at Markes for his pleasure, sometime this Last Sumer on the Sabbath day, & appearing in Court, did in Court acknowledge that he did shoot two hymes, & this Court being desirous to crush such profanness in other in hymes to come did amerce sd Butcher in the Sum of twenty shillings money.

Richard Waite the Keeper of the Counties Prison shewing to this Court how he kept for the space of fourteen Weekes the Indians that were sent to him & put under his Custody, & Craveing of this Court that he may have some Satisfaction; this Court did order did order that he should receive thirty six shillings in pay from the County Treasury.

also Obadiah Miller the Smith, shewing to the Justices that he made divers Instrum^ts for the Securing the Indians in the Prison was allowed to have Seven shillings & twopence fro ye County Treasury.

Benjamin Cooley & Willy Mirricke being pſented to this Courte for that being ſmpſed and warned to attend their majesties ſervice in an expedition ag^t the enemy that ſnvaded Brookfeild the ſumer now past, they did wholy neglect that ſervice, this Cort did refer ye to be Examined & dealt with by the Comittee of the militia in Springfeild, expecting that maj^r John Pynchon Esqr do cal them forth, & they to pay the Clarkes fees for ye pſentm^t.

William Sacket of Westfeild being pſented to this Cotte for that he did beate wound & blood of Nathaneel Dewey of sd Town did draw; against the Kings Peace: It was ordered that he be ſumoned wth the witnesses to the next Quarter Sessions to be held at Springfeild.

Peter Web late of Northhampton being pſented for Travelling on the Sabbath, as was attested by Tho: Cooper & Joseph Leonard, was ordered to be ſumoned to the next Quarter Sessions at Springfeild.

Joseph Selden Constable of Hadley did by the Grandjury pſent Sam^ll Barnard of Hadley, for not obeying the Constable & disobeying his Warrant, saying, he defyed the Warrant, & took no notice thereof. who was likewise ordered to be ſumoned the said Quarter Sessions:

Also the Grandjury did pſent Dan^ll Hubbard of Hadley for refusing to assist the Constable when he required him to aid him in driving cattle over to Hatfeild for the Countrys Service ordered to ſumoned to the Cotte aforesd.

The Grandjury for their Sessions being dismissed were ordered & Warned to give their attendance at the next Quarter Sessions to be held at Springfeild on the last Tuesday of December next.

At a general Quarter sessions held at Springfeild on the last Tuesday of December, being the 26th day 1693:

Where were present for holding this Court.
John Pynchon Esqr: one of the members of ye Majesties Counsill.

~~Peter Filton~~
Sam^ll Partrigg
Haxon Cook
Joseph Hawley
John Holyoke
} Esq^rs (Their Majesties Justices for Hampshire)

The Grand jurors were
for Hadly Nehemiah Dickenson foreman.
for Springfield Nathanael Burt Jen^r: Japhet Chapin, Sam^ll Bliß Jen^r, Johnathan Burt Jen^r
for Northampton Sam^ll Bartlet, Wm King
for Hatfield Sam^ll Belding
for Westfield Thomas Noble Jen^r, John Sacket Jen^r
for Suffield Nathanael Harman
for Enfield Joseph Warriner
for Deerfield John Shelden

John Pynchon 3^tius his Commission for being Clerk of the general Quarter sessions, and Clerk of the Court of common pleas was read, and the sd Pynchon was ſworne to the true and well performance of his office

The Commission for their Majesties Justices of the peace for Hampshire in their Majesties Province of the massachusets Bay in Newengland for the conservation of the peace, and for the quiet rule and Government of the people in sd County was read, and the said Justices were ſworne: viz: those above written, only Mr Peter Filton Esqr being in the said Commission was not present which Commission was lodged with Worshipfull John Pynchon Esqr:

John Barber of Springfield was fined ten shillings for his non appearance as a Grand juror - The said Barber afterward appearing in Court and making his excuse, and desiring abatement, was abated to five shillings

William Sacket of Westfeild being presented to the last sessions held at Springfeild on September 26: 1693: for that he did beat wound, and blood of Nathanael Dewey of sd Town draw against the Kings peace, and it being

ordered that he be summoned with the Witnesses to answer their presentment to this sessions, The sd Sackut and Dewey with the Witnesses appearing at sessions. The Witnesses being sworne and all things considered, The Justices did see cause to amerce, and fine the sd Sackut in the sum of ten shillings and costs of Court, and to stand bound in a bond of ten pound with sufficient security for his good behaviour untill the next Quarter Sessions to be held at Northampton John Sackut senr the sd Wm Sackutts father, and the sd Wm himself do hereby engage and bind themselves in the bond of ten pound, for his good behaviour and appearance at the next sessions:.
The Justices also considering the provocation that the sd Nathanael Dewey gave to the sd William Sackut see cause to bind him in a bond of ten pound for his good behaviour untill the next sessions. to fulfill the sd sentence Nathanael Dewey, Nathanael Phelps, senr, John Woodward junr do hereby engage and stand bound in the sum of ten pound for the sd Dewey good behaviour and appearance at the next sessions:.

Samll Barnard of Hadley being presented to the last sessions for not obeying the Constable, and disobeying his warrant, saying he defied it taking no notice of it, being ordered to be summoned to this sessions. The sd Barnard ~~do not~~ not appearing in Court; It was referred to the Commissions officers in Hadley to call him forth to answer his offence:.

Daniel Hubbard of Hadley being summoned to attend this sessions to answer the Grandjurors presentment the last sessions for disobeying and refusing to assist Constable Joseph Selden in driving of cattle over to Hatfd for the Countreys service; The Court considering his offence do dismiss the sd Hubbard upon his acknowledgement of his offence; and do order him to pay the Constable his charges as pr bill allowed him 10 shillings, and the costs of Court:.

Whereas James Ling ~~off~~ Constable of Suffd making of com plt agant Jonathan Taylor and Thomas Taylor of Suffield; for their striking and beating of him in the execution of his office; The sd Ling not appearing to prosecute, It is by the Justices of this sessions ordered that he be summoned ~~to the next sessions~~ to the next Quarter sessions to be held at Northampton to answer for his neglect in not prosecuting his complaint, and that the sd Jonathan and Thomas Taylor be summoned to answer the complaint.
Jonathan Taylor being summoned to their sessions to answer the said Lings complaint did appear but No body appearing to prosecute had his charges allowed 6 shillings as pr bill;

Capt John Germon the french man being by the Grandjury presented to this sessions for the breach of the peace in abusing the Worshipfull Colonel Pynchon by violently throwing him over a barrell of Rosin about the beginning of November last It is ordered that he be summoned to the next sessions at Northampton.

John Dorchester of Springfd being by the Grandjury presented to this sessions for breach of the peace in abusing Jonathan Ball of Springfd by spraining of his thumb. The said Dorchester appearing in Court, and making his excuse, The Justices taking it into consideration, do see cause to dismiss the sd Dorchester upon payment of the Court charges:.

Mr Joseph Hawley presented a bill of 12£ — 12s — 0 which is due to him from the County, which was allowed by the Justices, and is on file, The Jun ordered ~~by the~~ to be paid by the County Treasurer. and to enable the Treasurer to the payment thereof, with other dues of the Countyes; There is Granted him a County Rate of 80£ for which He is to Issue out his warrants to the select men, and Constables in each Town in the County for collecting each towns proportion thereof and paying in the Same to him the sd Treasurer by the last of February next, according to the way of the Countreyes tax; viz that of the 2nd payment towards the 30000£ The Treasurer is to proportion each townes proportion of this 80£ County Rate; which is be paid in corne, at the prizes following; Viz Wheat at 4s — pease at 2s — 9d — Rye 2s — 8d Indian — 2s — Oates — 1s — 6d p bushell:

The town of Enfield presented to this sessions there orders agreed on by the freeholders and Inhabitants of sd Town, for directing and ordering the affairs of sd town. were allowed and approved on by the Justices excepting the last order but one. That that They will continue the way of peting by lands as formerly they have done, which though in the Infancy of places might be more tolerable, and so less inconvenient; yet may not so fitt to continue, when places are come to some settlement, nor can it be thought consonant to law. which directs to raising rates on persons lands and estates; However to gratifie the Inhabitants of Enfd is allowed for this year only to raise their rates on land as formerly, Which orders and their petition are on file

Henry Gilbert of Quaubang, alias Brookfield sending to this sessions to get liberty to keep a publick house of entertainement within the town of Brookfd and to sell liquours to travellers, is by the Justices of this sessions allowed and licensed thereto, provided the sd Gilbert keep good order, and rule, and well behave himself, in his licence — according to law in that behalf made, and provided . . —

David Winchel, victory Sikes, William Brichet, being appointed at the Special sessions held at Northampton by adjournement, april 10th 1693, to run a Streight dividing line betwixt Ensigne Jno Pengilly, and Jacob Adams, of Suffd, who made their Return to this sessions.

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168) Which returne is as followes, and is on file;

We whose names are under written, being appointed and ordered by this honoured Court to run a straight dividing line betwixt Ensigne Jno Pengilly and Jacob Adams which accordingly We have done to our best understanding, and the satisfaction of both parties concerned; and We find it takes of a considerable quantity of land from the Ensignes Lot. which as he informs us, he hath expended a great deal of labour in clearing of it: Mayth 22d: 1693:

David Winchel
Victory Sikes
William Prichet

The above written giving an account of running the line betwixt Jno Pengillys Lot, and Jacob Adams lot in Southd, and it being performed, and done, by David Winchel Victory Sikes, & Wm Prichet, and said line giving certaine parts of land, yt said Pengilly by his labour had cleared and bestowed cost upon, which charge this Court orders to be apprized by the aforenamed David Winchel Victory & Wm Prichet and returne made accordingly as atteste 26 December 1693

Jno Pynchon Clerk;

At a general Qt Sessions held at Northampton within the County of Hampshire on yt first Tuesday of March being yt sixth day 1693/4

When were present for holding the same the Worshipfull Jno Pynchon one of ye members of ye Counsell
Peter Tilton
Joseph Hawley
Aaron Cook
Jno Holyoke
Esqrs

Their Majesties Justices for Hampshire

The Grandjurors were
Mr Jtt Jno King foreman
Enos Kingsly
Thomas Shelden
Noah Cook
Sps Ephraim Colton Jnr
Sam Jtt Bliss 3d
Hac Jtt Timothy Nash
Philiab Smith
Jonathan Marsh
Hat Jtt Daniel White
Sam Jtt Marsh
Jurs Tho= Gopley
Wer David Ashley Jnr
Dap Sampson Stracy
Ent Simeon Booth
Simeon Booth was not there

James King yt Constable of Suffd being summoned to this Sessions to give in reason, why he did not prosecute the Complaint he entered agt Jonathan Taylor & Tho= Taylor both of Suffd the last Sessions in December at Springfd, for beating, & abusing him yt sd King in yt execution of his office; also the sd Jonatha Taylor summoned to answer yt sd complt; The Justices upon consideration of yt sd Taylors abuse to yt constable, also being willing to crush such disorders, & yt yt Kings peace might be preserved do see cause to fine the sd Taylor ten shillings, & to pay all court charges, & his own charges, & yt the sd King doe bear ~~the~~ and pay yt deputy Sheriff for going down to serve yt summons, & also bear his own expences;

Tho= Taylor was not to be found, and therefore could not be summoned to appear at Court,

Capt Jno Germon ye french man being summoned to this Sessions, to answer the Grandjurors presentment, the last Sessions at Springfield in December last for breach of the peace by violently throwing the Worshipfull Colle Pynchon over a barrel of Rosin about ye beginning of Novemble last The Justices doe see cause to fine him ye sd Germon fourty shillings, and pay Court charges, also to pay Charles Hervey Jent & Henry Rogers and Jonathan Ball for attending ye Court as Witnesses, as a bill wch is on file allowed them 16s shillings, The sd Germon afterward desiring abatement, was abated to 20 shillings

Wm Jacklut of Westfo being bound in a bond of ten pound for his good behaviour, and appearance at this Sessions. proclamation being made by an o yes, 3 times to know if any body had any thing to say why He should not be discharged of his bond, but no body appearing to prosecute any thing agt him was discharged and acquitted of sd Bond.

Nathl Dewey of Westfo being bound in a bond of ten pound for his good behaviour, and appearance at this Sessions; proclamation being made by an o yes, 3 times to know if any body had any to say why He should not be discharged of His bond, but no body appearing to prosecute any thing agt him, was discharged, and acquitted of sd Bond.

The wife of Jno Hilum being presented to this Sessions, as in a suffering and needy condition, Her husband being in a low condition, and not able to provide for her in a way suitable and fitting to goe to church, at Springfield, where they were appointed, and settled by the County Court, Whereupon that Town neglect her, and account themselves not obliged to take care of her, as of other their Inhabitants, This Sessions considering what hath formerly been done and passed by the County, See reason to order some relief that She may be capacitated to goe to meeting, wherefore the County Treasurer is hereby ordered to pay ~~her~~ or allow her in cloathing, for fitting on her to attend upon gods ordinances to the value of thirty shillings out of the County assessment.—

Whereas formerly the Select men of Suffield did make the town rates on the Inhabitants Grants of land only, & several Inhabitants complaining to former Courts thereof, The Courts did judge they ought to attend another method viz; to raise the rates, on persons and estates. and yet notwithstanding the select men doe not attend the orders of sd Courts or doe the same but to halves, making their lands pay the half of the proportions of sd Town rates as by the petition and complaint of several of the Inhabitants to this Sessions thereabouts The Justices thereupon supposing the select men have not attended the mind of the sd Courts, doe order ~~that~~ either that they doe anew assess the several Inhabitants on their persons and estates bringing in their several lands throughout their whole town to equal valuations according to their incomes or produce, or value thereof. or else that the select men with the present petitioners doe appear the next Sessions at Northampton in June next to give an account of their actings, that so both parties being heard, that may be determined which is most satisfactory and agreable to law; We advise notwithstanding if

good

they doe

they doe not see cause to make a new assessment, and let the former fall However that they delay to collect the so assessments upon the persons aggreived till June next except only this half of the ministers rate, which we advise the persons aggreived or complaining to comply ~~with~~ in and make payment of according as it is now made, and stated and in particular the Select men are to certifie their overrating of Jacob Adams for the lands of Tho= Barber, only setting to him the lands that by agreement he was to pay rates for.

The above act was made in answer to the petition of Delatiah Glover Jacob Adams Jn° Barber Tho= Stevens Jn° Mighil Tho= Mighil Joshua Wells Steven Taylor Zerubbabel filer Danll Bysse Jn° Buxbanks which petition is on file.

Orders and by laws of the town of Deerfe presented to this Sessions passed and allowed, and are on file.

Hadley town orders presented to this Sessions were passed and allowed of by the Justices and are ~~are~~ on file.

Rules and orders for directing of ye affairs of the town of Springfield being presented to this Sessions were allowed of by ye Justices, and are on file.

James Brown and Jn° Severance being chosen fence viewers for the ~~town~~ of Deerfe were both sworne at this Sessions to the due execution of their office

Nathanll Brooks and Samll Smead being chosen Navards for the town of Deerfield were sworne to the execution of their ~~of their~~ office.

Joseph Barnard took his oath for Clerk of the town of Deerfield Joseph Barnard being hired by Danll Belding to serve in his stead.

as Constable of Deerfe took his oath before the Justices of this Sessions.

Jn° Catlin sworne tything man for the town of Deerfield - Judah Wright Samll Allyn preserved Clap sworne tything - men for the town of Nthampton.

Jn° Ling being chosen Constable of Northampton took his oath for the due observance of his place before the Justices of this Sessions.

William Ling and Henry Burt sworne fence viewers for the town of Northampton.

David Winchel, victory Sikes, and Wm pritchel being appointed by the last Sessions in December last to apprize the charge that John Pengilly had bestowed upon the land, they took from him in running the line betwixt so Pengilly and Jacob Adams they made there return that they apprize it at five pound better than so much land - not cleared, The justices at this Sessions doe order that they so - Pengilly and Adams, should agree ~~upo~~ to choose two men themselves to apprize the so charge, and make return thereof to this court

Return of a jurys Inquest upon the death of Jeremiah hull which is that they find ye so Jeremiah Hull was burnt to death in his father

in Lam Godfrey Nims his house. 3d Jeremiah being put to bed in the chamber together with another child: after some time Henry 3d Godfrey Nims son a boy of about 10 years of age went in to the chamber with a light and by accident fired some flax or tow, which fired ye house, 3d Henry brought down the other child, and going up again to fetch 3d Jeremiah, the chamber was all in a flame, and before other help came 3d Jeremiah was past recovery. The original return is on file bearing date Jane 4th 1693 Recd

The town of Springfd being by the Grandjury presented to this Sessions for a defective bridge over Pankatuck brook between Spring field, and wrestfd attest Tho- Noble senr and Jno Sadbut senr It is ordered by the justices of this Sessions, that they select men of Springfd be summoned to ye next Sessions at Nthampton in June next, also yt ye witnesses be warned to appear to give in their evidence about it:

Jno Mighil and Elizabeth his wife of Enfd being presented to this Sessions by ye Grandjury for fornication before marriage, she being delivered of a perfect child five months after they were married or thereabouts, attested by Simon Booth Grandjury man, It is ordered by this Sessions that they be summoned to the next Sessions at Nthampton in June next, to answer 3d presentment also 3d Booth be summond in give in his evidence of wt he knows about it:

The town of Wrestfd being presented by the Grandjury to this sessions for want of a school master attested by David Ashley Grandjuror ordered yt the select men of Wrestfd be summoned to answer in the behalf of ye town for their defect, to the next Sessions at Nthampton in June next.

The Grandjury for this Sessions being dismissed, were ordered and warned to give their attendance at the next Quarter Sessions to be held at Nthampton on the first tuesday of June next.

At a general Quarter Sessions held at Northampton within the County of Hampshire on the first Tuesday of June being the 5th day 1694

Where were present for holding this Sessions:
The Worshipfull—
Peter Tilton
Samuel Partrigg
Joseph Hawley
Aaron Cook
} Esqrs } Their majesties Justices for this County

Jonathan Marsh
Capt Lt Daniel White
Samll Marsh

The Grandjurors were
Nth. Lt Jn King
Enos Linsey
Thomas Shelden
Noah Cook.
Spfd Ephraim Colton senr (Sup) Thomas Copley
Samll Bliss 3d (West) David Ashley senr
Had. Lt Timothy Nash (Bert) Sampson Akary
Chiliab Smith (Enf) Simeon Booth.

Whereas Complaints are made to this Court by several Inhabitants of the Town of Suffield of their way of rating not attending the law of this province therein and so Town having formerly neglected, and refused to attend former orders of this Court in that affair; which this Court judge very presumptuous and offensive; Especially when they were advised to attend the laws of the — common wealth in that affair. and now also according to the present laws and orders of this province not attending the provision the law hath made ~~in that affair~~ to regulate such affairs;

This Court therefore orders that the so Town doe take the first convenient time to convene together, and consider of such bye laws and orders for so Town with reference to rating, and taxing the Inhabitants or other affairs, and the select men of the Town present so orders to the next Quarter Sessions of the peace to be holden at Springfield on the last Tuesday of September next, to be regulated, settled allowed, and approved by so Court according to law: viz: Townships and Town officers &c. And what the so Town have formerly, or immediately preceding this order done in these affairs, so far to pass, and stand = except any of the Inhabitants doe object and shew, to the Quarter Sessions aforesd: they have been wronged, and then to be relieved; Else, forever after to be silent as to those former things, and the Town to proceed according to law as aforesd:

At this Sessions the votes for the County Treasurer were opened, and sorted, and Collonel Pynchon was chosen thereto for the year ensuing:

A Summons being granted out, for Jn mighil, and Elizabeth his wife both living at Enfield, for their appearance at this Sessions, The Constable making return, that he could find them; It is ordered that they be summoned to the next Quarter Sessions, to be held at Springfield on the last Tuesday of September next, viz: to answer the Grandjurors presenting of them the last Sessions at Northampton on the first Tuesday of march last past

David Ashly sent in the behalf of town of Westfield appearing at this Sessions to answer the Grandjurors presenting of so Town the last Sessions for want of a schoolmaster according law; The so Ashly presenting a petition, from so Town or from the select men, (which is on file) wherein they alleadge, that although they had not a schoolmaster according to law, yet they have had their children instructed both in reading and writing; and that the former Select men, did — think, they were not compellable by law; They further alleadging that have got a schoolmaster now. desiring this honoured Court would overlook what is past, especially considering there hath been care in teaching; The Justices, doe see cause in ~~answ~~ answer to so petition, to overlook, and pass it by; only that they defray the Court charges; —

It is ordered by the Justices at this Sessions, that Henry Gilbert and Samll Owen Both of Brookfield doe upon the County charge, make a substantial Bridge = or Causway over that miry slough, that is in the new road at Brookfield, Betwixt Owens, and Woolcutt; So that Travailers may pass backwards, and forwards without indangering ~~either themselves, or hors~~ or hazarding either themselves or horses: — — —

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Hampshire ss May Term 1720

At a Court of general Sessions

Grand Jury Capt John Parsons Foreman sick

John Terry
Thomas Terry
Samuel Colton
Ebenezer Strong
Samuel Wright
Nathll White
Nathll Hellogg
Samuel Taylor
Daniel Rogg
Samuel Dickenson
Nathaniel Dickenson
James King Junr
Edmund Beamon
Samuel Smith
Edward Allin
Isaac Hubbard
Phillip Goss

Jury of Trials
Joseph Cooley foreman
Elisha Allen
Ebenezer Pagen
Joseph Terry
Jno Lovewell
Jeneth Sheldon
Sam Partridge
Noah Smith
Thomas Ashley
Thomas Angell
John Buckland
Abraham Wheeler
Caleb Pease Junr
Peter Atkins
Joseph Dickenson
Timothy Ames

Prayer Jonathan Graves & Joseph Myers Pltfs against Jno Ford for the Defendt twelve pounds damage & Cost of Court for Pltfs assault & trespass on the persons of John Brewerton & John Wolcott Junr Pltfs Well & Trespass

Court order to be given up Cost

John Cargilly Junr is allowed liberty to keep the ferry in Suffield at the place commonly called allins ferry for to be ye man of hope from ye 1st of May to ye last of October ye single person at ye time & five pence man & hope & 1d for a single person ye rest of ye year & gave in ten pounds bond to performe ye same

Samll Clark sent appellt Samll Bascom appellee
+ The Jury find for the appellee & Confirmation of the former Judgemt & Cost of Court the bill of Cost given in to be allowed

~~Mr Ellsworth Elizr~~ v. ~~Eleazr~~ Every & nothing

Jeremiah Drake v. James Lawton ye Defendt makes
+ default of appearance Judgemt 8/1/4 Debt Costs 2/1

Joseph Rockwell Junr v. James Lawton ye Defendt makes
+ default of appearance Judgemt debt 8/11 Cost 2/11

Capt Danll White v. James Stephenson ye Defendt makes
+ default Judgemt debt 5/4 Costs 1/15

Thomas Clap v. Wm Waters & George Johnson Wm Waters being taken only. The Defendt makes default of appearance Debt 5/ Costs 3/7

Punchon v. Stockwell ye Defendt makes default of
+ appearance Judgemt Costs 1/8
for 4/5/10d/½ debt &

Pynchon v. Combs ye Defendt makes default of appe.
+ Debt 10/17/ 8d Costs 1/6

[illegible] Court of Hampshire on the Last Tuesday in Aug.t Being the Twenty Ninth day 1721

Jurors of the Court

Joseph Partridge
Jam.s Porter
John Loddard
John Ingraham
John Ashley
Henry Knight
Luke Hitchcock
Chas. Martin
Benj.a Warriner
Luke Hitchcock 3d
Benj.a Lyman
Joseph Wright dismissed
John Nash
Eleazr Wheeler
Joseph Dewey
Jonathan Morgan
Edward Bedman
Eleazr Mirick
Robert Pease 3d
Jabez Wright
James Smith dismissed
Sam.ll Copley

Grand Jury returned
Jonathan Spoore
Thomas Shedin foreman
Henry Burt
Samuel Chapin
Ebenr Day
~~Thomas Shedin~~
Caleb Edwards
John Clark
Samuel White
Samuel Smith
Philip Loomis
Mark Noble
Isaac Crane
Samuel Cole
Simon Cooley
John Gilbert
Robert Pease 2d
Benj.a Mirick
Samuel Kent
Samuel Remington

Luke Hitchcock just of the Peace Samuel Copley just in ms. Thomas Ashley Case
Tyley Mirick
Luke Hitchcock Estate in Brookfield Case and Mark Shedin
Jabez Wright dismissed Second
Ryalison Case with Jos. King

John Anderson of Hartford appearing in Court and confessing himself guilty of profane swearing Ordered to pay a fine of five shillings to the use of the poor of the town of Springfield & Costs of prosecution

[illegible] Defendt [illegible] allowed to plead in [illegible] time to ye Defendt for pleading [illegible] judgement of ye Court — It is Considered by Court that ye award is good and therefore [illegible] ye pltt to recover of the Defendt ye 13/11d debt [illegible] Costs — Joseph Bartlet appeals Benjn Stabler [illegible] Sheriff finding thirty pounds

~~John Ayers v. ye Inhabitants of Brookline~~ Joseph Ayers [illegible] Thomas Baker &c — ye Jury find for ye Defendt [illegible] thirdings dammage & Costs of Court ~~[illegible]~~ [illegible] 10. 6d appeals Thos Minick law & Thos Minick Junr [illegible] 25 [illegible]

James Mackeme v. Samll Ashley ye Defendt makes default of appearance Judgement 2/13/8d Costs 2/8
2/13/8.

Ditto v. Samll Ashley & Danll Berry Bail taken & makes default Judgement 3/1/8d Costs 2/8

Ditto v. Atherton Mather Withdrawne

Ditto v. Edwd Smith ye Defendt makes default Judgement 2/17/4d Costs 2/9

Ditto v. Wm Allen Withdrawne

Samll Palmer v. Benjn King & Jury find for the ye forfeiture of ye Bond sued for being twenty pounds and of Court 3/14/6d. Judgement 20d without Chancery

Benjn King appeals Joseph King & Abraham Adams [illegible] Bond

[illegible] Twenty Pounds or [illegible] 1742 the Debt & Currant money [illegible] default of appearance

[illegible] v. [illegible] ye Defendt make default of appearance
Plaintiff [illegible] 11. Costs 2 4 4

Timothy Thrall v. Jonathan Pease upon a Scire facias the Defendt make default of appearance
Timothy Thrall Costs 1.17 6

Wm Lynchen v. Joseph Jenning The Defendt make default of appearance Judgment 71 [illegible] 5d debt Costs 1 [illegible] 12

Benjn Jones & Mary his wife Confessing ye sin of fornication together before marriage Ordered to pay fine of three pounds & Costs

Whereas formerly represented to this Court at this present Court of Sessions that Joseph Bliss of Springfield in the County was in failing into a state of distraction & in thereby become incompetent and stand in need of Overseers to take Care of him & his Estate Ordered that Thomas Bliss & Ebenezer Bliss be and hereby are Impowered to take Care of him & his Estate and make necessary provision for the Relief & Support of the said Joseph Bliss out of the Income of his Estate wch amounts to [illegible] & Thomas Bliss and Ebenezer Bliss are to order & dispose ye Estate & the said Joseph Bliss to ye best Improvement & advantage they can & as ought to be to Joseph Bliss to any proper Trade or Service he is capable to be Imployed in at ye direction of the said Thomas Bliss & Ebenezer Bliss They keeping a just account of his Estate & Income of his Estate from time to time as this Court shall at any time to time demand of them

[illegible]

[illegible]

[illegible] principle in [illegible] Jeremiah [illegible] John [illegible] in [illegible] a peice [illegible] peices not be chiefly [illegible] money [illegible] chargeable to [illegible] town of [illegible] [illegible] peices [illegible] jury together

Thomas Bliss [illegible] Bliss his father are appointed Guardian to their [illegible] Bliss

Ordered that Capt. Ebenr. Pinney & Mr. Ben. Symukon take effectual Care at the prison house in Springfield as speedily as finished fit for the receiving & keeping of prisoners - and pay the Cost & charge thereof to the prison keeper

Ordered that [illegible] [illegible] [illegible] charge & [illegible] of the prison of Springfield [illegible] Thomas [illegible]

become [illegible]

Twenty Pounds with Other Dues Damages.

The Plaintiff and Defend.t both appeared in Court and the Defend.t Pleads to Issue that the Award is Vicious and Void and the Defend.t Not Bound to Perform the Same for that it is not agreeable to the Bond of Submission.

The Plaintiff Saith that the Defend.t hath Not Performed the Award in Paying him the Sum in the Award, and Not in Giving him a Release of his Claim to the Mill Yard mentioned in the Award.

In this Action the Evidence being Produced in Court and Read the Bond on both Sides being heard and all Matters Concerning Same being fully Discussed it was Committed to the Jury Who being Sworn and Returned thereby on Oath that they find for the Plaint.ff the Forfeiture of the Bond Sued for being Twenty Pound & Cost of Court

It is therefore Considered by the Court that the Plaint.ff Recover of the Defend.t the Sum of the Twenty Pounds with Damages and Cost of Court Bill of Fees Taxed at three Pound fifteen Shillings four Pence

Capt Lynchen Spring Hill Sept. 2d 1771 –
Please to draw all the Copies in the Case depending between Lyons & the town of Brookfield And I shall be your Debtor for the Let them be done as soon as possible

Joseph Ayres

Anno Rg. Georgij Magnæ Brittanniæ &c Decimo Tertio.

At an Inferiour Court of Comon Pleas Holden at Northampton within and for the County of Hampshire on the First Tuesday of March being the Seventh day Annoque Domini: 1726/27

Present
Sam. Partridge
John Stoddard
John Ashley
Henry Dwight
} The Justices of the Court

Jury Returnd & Sworne are

John Pynchon of Springfield in the County of Hamp. Esq. Plantiff Versus Jonathan Elsworth of Windsor in the County of Hartford in the Colony of Connecticutt Yeoman Deft. In a Plea of Debt for that the Deft. Deneys to Pay to the Pltff thirteen pounds pltffs Due by a note Und. the Deft. hand dated the thirtieth day of Aug. Last Past, as the writt more at Large is set forth The Pltff. Appeared in Court But the Deft being three times Called made Default of Appearance It is therefore by the Court Considered that the Pltff shall Recover ag. the Deft. the Sum of thirteen pound Debt and Cost of Court Taxed at Two Pound Seven Shillings

Pynchon vs Elsworth

execution Iss'ed July 3. 1727.

Nathan. Sikes of Springfield in the County of Hamp. Husbandman Trader Plantiff Versus Thomas Debuke of Dedham in the County of Suffolk Butcher Defend. In a Plea of the Case for that the Deft. Deneys to pay the pltff the Sum of fale Hundred and Eighty three pounds due from the Deft. to the pltff by one note in writing Und. the Deft. hand the Seventeenth of June 1726. as by the note appeares the Non payment of which is to the damage of the Pltff. Nathan. Sikes as he saith the Sum of Six Hundred pounds with other Due Damages the pltff appeared in Court But the Deft. being three times called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover ag. the Deft. the Sum of Three Hundred Sixty two pound Debt And Cost of Court Taxed at five Pound Three Shillings

Sikes vs Debuke

John Burbank of Suffield in the County of Hamp. Husbandman Carpenter Plantiff Versus Nathan Copley of Suffield aforesaid Innholder Defendant In a Plea of Debt to the Sum of one Hundred and fifty pounds Currant money or Bills of Publick Cred. Due from the Deft. to the pltff by one Bond in writing Obligatory Und. the Deft. hand the 26. day of Octo. 1726. as by the Bond appeares and yet the Deft. Denyeth to Pay the same to the pltff which is to the damage of the Pltff John Burbank as he saith the Sum of Two Hundred pounds with other Due Damages The pltff and Deft. Appeared in Court The Deft. offered Sundry Pleas in abatement of the writt Indorsed at Large on the Back side thereof which the Court judge Insufficient And left the Deft. Pleas Imperial Large on the Back side of the writt In this Action after a full Hearing of both Parties and all things touching the Same being Considered the Cause was Committed to the Jury (Who were Sworn According to Law to try the Same) Return their Verdict that they find for the Deft. Cost of Court

Burbank vs Copley

John Huggins of Springfield in ye County afore. Gentleman Plantiff Versus Sam. Palmer of Suffield within ye County afore. Yeoman Defend. In a Plea of the Case for that the Deft. Deneyeth to Pay to the pltff the Sum of Ten pounds fifteen Shillings Bills of Publick Cred. due from the Deft. to the pltff by one note in writing Und. the Deft. hand the twenty Ninth day of October Anno Dom. 1725. which the note was Given for a valuable Consideration that the Deft. Rec. of the pltff before signed

Huggins vs Palmer

Said note And Payable at Demand as ye the note Appeares and yet the Deft. Neglects to Pay the Same to the pltff Though Demanded and Requested Which is to the damage of the pltff John Huggins as he saith the Sum of Twenty Pounds with other Due Damages — The pltff Appeared in Court — But the Deft. being three time Called made Default of Appearance — It is therefore Considered by the Court that the pltff shall Recover Ag. the Deft. the Sum of Ten pound fifteen Shillings Debt or Damage and Cost of Court Taxed at two pound seven Shillings / Execution Issued out March 13th. 1726/7

Huggins Ag. Palmer } John Huggins of Springfield in the County of Hampshire Gentl. Plantiff Versus Sam. Palmer of Sufield in ye County aforesaid Yeoman Deft. In a Plea of Debt to the Sum of Twenty pounds Current money of the Province of the Massachusetts Bay Due from the Deft. to the pltff by one Bond in writing Obligatory well Executed Und. the Defend.ts hand and Seal and dated the Eleventh day of March 1722. or Twenty three as ye the Bond Appeares And yet the Deft. Neglects to Pay the Same to the pltff Which is to the damage of the pltff John Huggins as he Saith the Sum of Thirty Pounds with other Due Damages — The Plantiff Appeared in Court — But the Deft. being three Times Called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover Ag. the Deft. Ten pound Nineteen shillings and Six Pence Debt or Damage and Cost of Suit Allowed at two Pound fifteen Shillings and Six Pence / Execution Issued out March 13th. 1726/27

Willstone Ag. Beacham } Joseph Willstone of Springfield In ye County of Hampsh. Yeoman Plantiff Versus John Beacham of Boston in ye County of Suffolk Victualler Defendant In a Plea of the case for that the Deft. Denys to Pay to the pltff Eighty Eight Pounds money pretty Due and owing from the Deft. to the pltff by one Note in writing duly Executed Und. the Deft.s hand bearing date the Seventh day of May Last Past as ye the writtmae at Large is set forth, The pltff by his Attorney Mr. John Huggins Appeared in Court — But the Deft. being three Times Called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover Ag. the Deft. the Sum of Eighty Eight Pounds Debt and Cost of Court Taxed at Three Pound thirteen shillings and four Pence — Execution Issued out March 13th. 1726/27

Biggelow Ag. Shepard } Joseph Biggelow of Hartford in the County of Hartford Yeom. Plantiff Versus Jeremiah Shepard of Springfield in the County of Hampshire Tader Deft. In a Plea of Debt to the Sum of Twenty Pounds In Current Lawful money of New England due from the Defend.t to the pltff by one bond in writing Obligatory Und. the Defend.ts hand and Seal well Executed Dated the 21. day of Novem. Annoque Dom. 1726. as ye Bond at large set forth (By his Attorney Mr. John Huggins) Appeared in Court — But the Deft. being three times Called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover Ag. the Deft. the Sum of Ten pound Seven Shillings and Eight Pence Debt And Cost of Court Taxed at two Pound Eighteen Shillings and Six Pence / Execution Issued out Aug. 9th. 1727

Thomson Ag. Wait } Robert Thompson of Stafford in the County of Hartford Yeoman Plantiff Versus Benjamin Waitt of Springf. In ye County aforesd Hoomer Defend.t In a Plea of Debt to the Sum of Eighteen Pounds Current money of New England due from the Deft. to the pltff by one Bond in writing Obligatory Und. the Deft.s hand and Seal the Twenty Sixth day of April 1726. as ye the Bond Appeares, and yet the Deft. Neglects to Pay the Same to the pltff Which is to the damage of the pltff Robt. Thompson as he saith the Sum of Twenty Pounds with other Due Damages — The pltff by his Attorney Mr. John Huggins appeared in Court — But the Deft. being three times Called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover Ag. the Deft. Nine pound Nineteen Shillings and Six Pence Debt or Damage and Cost of Court Taxed at two pound fifteen Shillings and Six Pence — Execution Issued out March 13th. 1726/27

Nathan.l Colton of Enfield in the County of Hampsh. Husbandman Plantiff Versus John Huggbee of Enfield aforesaid Labourer Defend.t In a Plea of the Case for that the Deft. denys to Pay to the Pltff the Sum of Three pounds of Good and Lawful money of New England Due by one in writing Und.r the Defts hand dated March 9 Fifteenth 1726. as by the writt more at Large is set forth The Pltff (by his Attorney Mr John Huggins Jr. Esqr) Appeared But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Three pounds Debt and Cost of Court Taxed at Three Pounds Eight Shillings

Colton vs Huggbee

The third Execution Issued out March 13th 1726/27

I Sam.l Smith of Suffield in the County of Hampsh. Yeoman Plantiff Versus Ichabod Smith of Suffield aforesd. Husbandman Defend.t In a Plea of Trespass and Ejectment for that the Deft. Refuse and Neglect to deliver to the Pltff possession of a Certain Tract of land Situate in the Township of Suffield Containing by Estimation Ten Acres with the Appurtenances thereunto Appertaining which land was formerly laid out to David Winchel late of Suffield Decea.d the which land aforesaid lyes on the South side of Stoney River and is Bounded as followeth (viz) Northerly on Goodman Pierson land with Stake and Stone South East South west by Stake and Stone Easterly by Stoney River Westerly by the Highway And the Pltff further in fact saith that Before the Issueing forth of this writt the Deft always hath and still doth deny Neglect and Refuse to Deliver him the Pltff Possession of the aforesd. Tract or Dividend of land aforesd. Described Although often thereunto Requested And the Pltff further in fact saith that before the Issueing forth of this writt he was and yet is the only true Sole Proper Rightful and Lawful owner of the aforesd. Dividend Tract or Parcel of land aforesd. as shall in Due Course fully Appear by a certain Deed well and duly Executed Und.r the hand and seal of John Yeomans of Westfield in the County of Hampsh. aforesd. Bearing date the 28th day of Novem.r 1726. Yet Notwithstanding the Deft have hitherto Neglected and still Neglects to Deliver the Pltff possession of the sd. Tract of land aforesd. which is to the Damage of the sd. Sam.l Smith as he saith the Sum of Three Hundred Pounds with other Due Damages The Pltff and Deft appeared in Court The Deft Pleads that he ought not to be Ejected out and Dispossed of the sd. Tract of land mentioned in the writt Because he way and yet is the true Sole Proper Rightfull and Lawfull owner of the sd. land and has was a Long time before the Issueing forth the writt And the date of the Deed Declared on and therefore Justifies his Detaining the same and thus he is Ready to maintain and therefore Prays a Tryall by the Country In this Action after a full Hearing of both Parties and all things touching the Cause being fully Disputed It was Committed to the Jury Who were Sworne to try the same Returned their Verdict that they find for the Deft Cost of Court It is therefore Considered by the Court that the Defendant shall Recover ag.t the Pltff Cost of Court Taxed at One pound one Shilling

Smith vs Smith

John Huggins of Springf.d in the County of Hampsh. Gentl.n Plantiff Versus Micah Worsley of Brimfield in the County aforesd. Yeoman Defendant In a Plea of the Case for that the Deft. Denyeth to Pay the Pltff the Sum of Six pounds Eighteen Shillings and Six Pence with Lawfull Interest from the Eighteenth day of Febu.y Anno Dom. 1725/26 Due from the Deft to the Pltff by one note in writing Und.r the Defts hand the 18th day of Febu.y 1725/26. as by the note Appears Which is to the Damage of the sd. John Huggins as he saith the Sum of Thirteen pounds with other Due Damages The Pltff appeared in Court But the Deft being three Times Called made default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Seven pounds Eight Shillings and Eight Pence Debt and Cost of Court Taxed at Two Pounds Eleven Shillings & Six Pence

Huggins vs Worsley

Execution Issued March 13th 1726/27

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Easton vs Wiltstone

Joseph Easton of Hartford Gadbery Plantiff Versus Joseph Wiltstone Jun.r of Springfield within y.e County of Hampshire Defend.t In a Case for that the Deft Ought to Pay to the pltff the full Sum of four Pounds Seven Shillings Current money of the Province of the Massachusetts Bay in New England Justly Due from the Deft to the pltff as appeared by the writt appeared the non payment of which is to the Damage of the P. Joseph Easton as he saith the Sum of Ten Pounds with other Due Damages. The pltff appeared in Court And the Deft by his attorney Mr. John Huggins appeared in Court also. The Defendants Sundry Pleas in abatem.t of the writt at Large on file upon Consideration thereof the Court Give Judgm.t that the writt shall abate and that the Deft shall Recover ag.t the pltff Cost Taxed at two pound two shillings and Six pence. Execution Issued out March 13th 1726/27

Holt vs Brooks

Thomas Holt of New haven in y.e County of New Haven and Colony of Connecticutt in New England Husbandman Plantiff Versus John Brooks of Springfield in the County of Hampshire aforesd Husbandman Defend.t In a Plea of Debt for that the Deft Refusing Neglects to Pay to the pltff the full and just Sum of Twenty two pounds good and Lawfull money of New England Due from the Deft to the pltff by one bond or writing Obligatory Under the Defendants hand and Seal the Eleventh day of Octo.r anno Dom.i 1726 As by the P. bond writing to be in Court Produced more fully appears the non Payment of which is to the Damage of the P. Thomas Holt as he saith the Sum of Thirty pounds with other Due Damages. The pltff by his attorney Mr. Christ.r Jacob Lawton appeared in Court But the Defend.t Being three times Called made Default of Appearance. It is therefore Considered by the Court that the pltff shall Recover ag.t the Deft the Sum of Eleven pound two Shillings Debt and being the Last Sum due on the P. Bond and Cost of Suit as p Bill Taxed at Three pound Thirteen shillings. After all which the Deft by his Attorney Mr. John Huggins Appeared in Court and Appealed from the said Judgment of this Court to the next Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem.r Next And the P. Huggins Attorney aforesd as Principle Cornelius Jones and Benj.a Brooks Jun.r both of Springfield aforesd as Sureties in the appellants behalfe Appeared in Court and acknowledged themselves Jointly and Severally and Severally Indebted to the Appellee in the Sum of Thirty pounds to be well and truly Paid to the Appellee In Case the Appellant failed of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his being Delayed with Additional Cost In Case the Judgm.t be Affirmed.

Fowler vs Old

Jonathan Fowler of Lebanon in the County of Windham Husbandman Plantiff Versus Robert Old of Springfield in the County of Hampshire Inholder Defendant In a Plea of Debt to the Sum of fourty pounds Current money of New England Due from the Deft to the Plantiff by one Bond in writing Obligatory Und.r the Defendant hand and Seal the Twenty third day of April 1720 Which Bond was originally made by Jared Huxley of Sufield in the County of Hampshire aforesd and by the s.d Jared Huxley Assigned over to the pltff the fourth day of May Anno Dom.i 1723. As p the Bond with the Assignm.t thereon Appeares Which the Deft Neglects to Pay to the pltff Which is to the Damage of the P. Jonathan Fowler as he saith the Sum of Eighty pounds with other Due Damages. The pltff Appeared in Court But the Deft being three times Called made Default of Appearance. It is therefore Considered by the Court that the pltff shall Recover ag.t the Deft the Sum of Twenty three pound Sixteen Shillings and Six pence Debt and Cost of Suit as p Bill Taxed at Three pound Nine Shillings. After all which the Deft by his Attorney Mr. John Huggins Appeared in Court and Appealed from the Judgm.t of this Court to the Next Super Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept.r Next the P. Huggins attorney aforesd as Principle Nath.l Sikes 2d Second and Cornelius Jones of Springfield aforesd as Sureties in the Appellants

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Behalfe Appeared in Court and Acknowledged themselves to be Joyntly & Severally Indebted to the Appellee in the Sum of Fourty Pounds to be well and Truly Paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of Abideing and Performing the Order of ye Court thereon and of Paying and Satisfying all Intervening Damages occasion'd to the Appellee by his being Delayd with Additional Costs in Case the Judgmt be Affirmed

John Huggins of Springfield in ye County of Hampshire Gentn Plantiff Versus Jacob Wheeler of Suffield in ye County of Hampshire Yeoman Alias Called Jacob Wheeler of Fort Dummer in ye County Yeoman Defendant In a Plea of the Case for that the Defendant Denyeth to Pay the Pltff the Sum of Nine Pounds Ten Shillings Due from the Deft to the Pltff by one Note in writing Undr the Deft hand the 2. of Octo: 1725. Payable at or Before the first day of May then next ensuing the date of ye Note Which note was originally made and Due to Jonathan Pease of Enfield in ye County Alias called Jonathan Pease of Fort Dummer in ye County, and by him Assigned to the Pltff on the 30. day of Janry 1726. as by the note Appeared, Which is to the Damage of the Pltff John Huggins as he saith the Sum of Twelve Pounds with other Due Damages — The Pltff appeared in Court, But the Deft being three times called made Default of Appearance, It is therefore Considered by the Court that the Pltff shall Recover ag: the Deft the Sum of Four pounds and Eleven Pence Debt and Cost of Court Taxed at two pound four Shillings and Six Pence

Execution Issued March 13th 1726/27.

Huggins vs Wheeler

John Huggins of Springfield in the County of Hampshire Gentn Plantiff Versus Edward Kibbee of Enfield within the County aforesaid Husbandman Deft In a Plea of Debt to the Sum of Twenty four pounds of Lawfull money of New England justly Due from the Deft to the Pltff by one bond in writing obligatory Undr the Defts hand and seal the Third day of Aug: 1725. as by the Bond Appeares, which the Deft Neglects to pay to the Pltff Which is to the Damage of the Pltff John Huggins as he saith the Sum of Fourty Eight pounds with other Due Damages — The Pltff appeared in Court — But the Deft being three Times called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag: the Deft the Sum of Thirteen Pounds six Shillings and Nine Pence Debt being the just Sum due on ye bond and Cost of Suit as by Bill Taxed at two pounds Nine Shillings

Huggins vs Kibbee

After all which the Deft by his Attorney Mr Christopher Jacob Lawton appeard in Court and Appealed from the Judgmt of this Court to the Next Supr Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemr Next the ye Lawton attorney Mr Joseph Maciple William Holyday of Suffield in ye County aforesaid and Cornelius Jones of Springfield aforesaid as Sureties in the Appellants Behalfe appeared in Court and Acknowledged themselves to be Joyntly and Severally Indebted to the Appellee in the Sum of Thirty Pounds to be well and Truly Paid to the Appell in Case the Appellant failes of Prosecuting his Appeal with Effect and of abideing and Performing the order of ye Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his being Delayd with additional Costs in Case the Judgment be Affirmed

Joseph Easton of Hartford in ye Collony of Connecticutt Sadler Plantiff Versus Joseph Wright Junr of the Town of Springfield Husbandman within the County of Hampshire Defendant In a Plea of the Case for that the Defendt Deny to pay to the Pltff the just Sum of Fourty Shillings the Same being justly Due from the Deft to the Pltff by a certain Note in writing Undr the Defendts Hand well and Duly Executed the Sixth day of February 1726. made Payable to the Pltff the Ninth day of that Instant Which being in Court produced shall more fully appear the non Paymt of Which is to the Damage of the Pltff Joseph Easton

Easton vs Wright

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Easton vs Wright

As he saith the Sum of Eight Pounds with other Due Damages the Pltf appeard In Court and the Deft by his Attorney Mr John Huggins appeard In Court Also the pltf with Jacob Lawton Put Into a Rule of Court to Pay the Deft his Costs In Case the Pltf make not his action Good The Deft Offered Sundry Bars in abatement of the writt which are on file Which the Court Judge Insufficient to Abate the Same The Deft Pleads to Issue that he owes nothing in manner and form as set forth in the writt In this Action the Evidences being Produced in Court and Read and the Pltf Bar Of Both Sides being Heard and all things touching the Same being fully Discussed It was Committed to the Jury Thomas Wells being foreman Who Returnd their Verdict upon oath that they find for the pltf fourty Shillings and Cost of Court It is therefore Considered by the Court that the pltf Shall Recover ag. the Deft the Sum of fourty Shillings and Cost of Suit as Bill Taxed at three Pound Eleven shilling The Deft by his Attorney John Huggins Appeales from the Judgment of this Court to the next Supreme Court of Judicature to be Holden at Springfield Adjourned on the fourth Tuesday of Septem. Next, the Pl. Huggins Attorney Aforesd as Principle Thomas Hitchcock and Cornelius Jones of Springfield as Sureties in the Appellants Behalfe appeard In Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee In the Sum of Ten Pounds to be well and truly Paid to the Appellee In Case the Appellant fail of Prosecuteing his Appeal with Effect and of Abideing and Performing the order of the Court thereon and of Paying and Satisfieing all Intervening Damages occasioned to the Appellee by his being Delayd with additional Costs In Case the Judgment be Affirmd

Dwight vs Burleson

Joseph Dwight of Springfield in the County of Hampsh Shopkeeper Plaintiff vs Edward Burleson of Suffield in the County of Hampsh Taylor Defendt In a Plea of Debt for that the Deft Neglects & Denys to Pay to the pltf the Sum of Thirty Six Pounds Current money of the Province of the Massachusetts Bay Due by one Bond Obligatory Undr the Deft hand and Seal Dated Decemr 21 Anno Dom. 1722 Originally made Payable to John Ashley Esqr of Westfield and by Assignment made on the 20th day of July Anno Dom. 1726 becomes due to the pltf the non Payment of which is to the Damage of the Pl Joseph Dwight as he saith the Sum of forty Pounds with other Due Damages The pltf Appeared In Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the pltf Shall Recover ag. the Deft the Sum of Twenty one Pound three shillings Debt and Cost of Court Taxed at Two pound Seven Shillings and six Pence

Crewhon Jnr entd out March 25th 1727

Partridge vs Beaman

Sam. Partridge of Hatfield in the County of Hampshire Plaintiff Versus Josiah Beaman of Brookfield in the County of Hampsh Husbandman Defendant In a Plea of the Case for that the Deft Denys to Pay unto the pltf the Sum of Twenty Pounds and one Yoke of Steers of four years Old One Mare and Colt all Due to the pltf by one bond Obligatory Undr the Defendts hand and Seal Bearing date February the 23 1725/26 As by the Bond In Court Ready to be Produced will Appear Which is to the damage of the Pl Sam Partridge as he saith the Sum of Thirty Pounds with other Due Damages The Plaintiff appeared In Court But the Defendt being three Times called made Default of Appearance It is therefore Considered by the Court that the pltf Shall Recover against the Deft the Sum of five Pound Ten Shillings Debt and Cost of Court Taxed at Two Pound Eight Shillings and six Pence

Lee vs Norton

Hezekiah Lee of Farming Town in the Colony of Connecticut Husbandman Plaintiff Versus George Norton Jnr of the Town of Sufield Husbandman within the County of Hampshire Defendant In a Plea of the Case for that the Deft Denies to Pay to the pltf two Hundred Pounds of good Merchantable Iron Two Hundred Pounds of Iron the Same being Justly Due from the Deft to the pltf by a Note a writing Undr the Defts hand sealed and Duly Executed at Farmington the Seventh day of May 1724 As by the Pl Note aforesd Which Shall in Court be Produced more fully and at Large Appear the Non Payment of which is to the Damage of the pltf Hezekiah Lee as he saith the Sum of Eighteen pounds with other Due Damages The pltf by his Attorney Mr Christ Jacob Lawton appeard In Court But the Deft being three Times Called made Default of Appearance

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It is therefore Considered by the Court that the Pltff shall Recover ag.t the Defend.t two hundred pound of good Merchantable Iron with two good Sheer Moulds in the Said two Hundred Pounds of Iron and Cost of Court Taxed at two Pound seventeen Shillings and six pence After all which the Defend.t by his Attorney Mr Jonathan Huggins appeared in Court and Appealed from the Judgmt of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb.r Next and the s.d Huggins Attorney aforesaid as Principle John Austin of Suffield aforesaid and Natha.l Sikes of Springfield aforesd the second as Surety in the Appellants Behalfe appeard in Court and acknowledged themselves to be Joyntly and Severally Indebted to the Appellee in the Sum of twenty Pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuteing his Appeal with Effect and of Abidgeing and Performing the Ord.r of s.d Court thereon and of Paying and Satisfieing all Intervening Damages occasiond to the Appellee by his being Delayd with additional Costs In Case the Judgmt be Affirmed

Olcott vs Jones

Joseph Olcott of Hartford in y.e Collony of Connecticutt Yeoman Plantiff Versus Ebenezer Jones of Suffield in the County of Hampshire Yeoman Defendant In a plea of the Case for that the Deft Refuses or neglects to Pay to the pltff the sum of thirteen Pounds in Current Bills of Cred.t with Lawfull Interest for the Same Due from the Deft to the pltff by one note in writing Und.r the Deft's hand the 5th day of July 1726. Payable on or Before the Last day of July then Instant as by s.d Note to be in Court produced appears the non Payment of which is to the Damage of the said Joseph Olcott as he Saith the Sum of Eighteen Pounds with other Due Damages. The pltff by his Attorney Mr Pelatiah Mills appeared in Court and the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover ag.t the Deft the Sum of thirteen Pounds one Shilling and one Penny being the first Sum Due on the s.d Note and Cost of Suit as s.d Bill Taxed at three Pound one Shilling After all which the Deft by his Attorney Mr John Huggins appeared in Court and appealed from the Judgmt of this Court to the Next Superior Court of Judicature to be holden at Springfield within and for the s.d County of Hampshire on the fourth Tuesday of Septemb.r Next the s.d Huggins Attorney aforesd as Principle John Austin of Suffield in y.e County of Hampsh.r aforesaid and Natha.l Sikes of Springfield the second as Surety in the Appellants Behalfe appeard in Court and acknowledged themselves to be Joyntly and Severally Indebted to the Appellee in the Sum of thirty Pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuteing his Appeal with Effect and of Abideing and Performing the Order of s.d Court thereon and of Paying and Satisfieing all Intervening Damages occasiond to the Appellee by his being Delayd with additional Costs In Case the Judgmt be Affirmed

Robert Powell of Weatherfield in the County of Hartford in the Collony of Connecticutt Having Commenced an action at this Court ag.t George Norton Norton Jun.r of Suffield in y.e County of Hampsh.r Turner But Discontinueing the Same Powel It is therefore Considered by the Court that the s.d Norton shall Recover ag.t said Powel Cost of Court Taxed at Two Pound Seven Shillings and Six pence

Execution Issued out April 26th 1727

Anno R R Gis Georgij Magnæ Brittaniæ &c Decimo Tertio

At a Court of General Sessions of the Peace Holden at Northampton within and for the County of Hampshire on the first Tuesday of March being the Seventh day Anno Dom: 1726/27

Present
Sam: Partridge
John Hoddard
John Ashley
Henry Dwight
John Pynchon
Eleazer Porter
} Esq: Justices of ye Court

Grandjurors
Isaac Hubbard Forem: Eliakim Cooley, Joseph Leonard, Joseph Parsons, Hope Root Jonathan Strong, Roger Clap Jonath: Morton, Jeremiah Lyman, Natha: White Joseph Smith, Judah Wright, William Randall, Jchabod Smith, John Marshal Joseph Ayres Jun: Natha: Bagcroft Mark Noble Capt: Benj: Wright
the sd Grandjurors attended two Days at this Sessions Besides travail

Eleazer Porter Esq: Sworne Assessor for the Town of Hadley

S. Meacham } Sam: Meacham and his wife having confessed the Sin of fornication together Before Marriage, Ordered to Pay a fine of thirty shillings Each to his Majestie and Cost — Paid accordingly

Moses Smith } Moses Smith and Mary his wife having confessed the Sin of fornication together Before Marriage, Ordered to Pay a fine of thirty shillings Each to his Majestie and Cost — Paid accordingly

B. Walker } Benj: Walker of Brookfield and Experience his wife having confessed the Sin of fornication together Before Marriage, Ordered to Pay a fine of thirty Shillings Each and Cost — Paid accordingly

Joseph Mitchell } Joseph Mitchell of Sunderland and Mary his wife Having confessed the Sin of fornication together Before Marriage, Ordered to Pay a fine of thirty shillings Each to his Majestie and Cost — Paid accordingly

B. Brooks } Benjamin Brooks Jun: And Hannah his wife Having confessed the Sin of fornication together Before Marriage, Ordered to Pay a fine of thirty Shillings Each and Cost — Paid accordingly

Jn: Virge } John Virge and Experience his wife Having confessed the Sin of fornication together Before Marriage, ordered to Pay a fine of thirty Shillings Each to his Majestie and Cost — Paid accordingly

Joseph Hawley Preferred Capt Ebenezr Parsons and Ebenr: Wright Sworne Assessors for the Town of Northampton

Joseph Hawley Sworne Clerk for the Town of Northampton

Ebenezr Pumry Sworne Treasurer for the Town of Northampton

John Smith of Hadley being Convict before this Court for selling Strong Drink without Licence Contrary to Law Ordered that he Pay a fine of Ten Pounds, One third Part thereof to the Comissioner one third Part to the use of the Poor of the Town of Hadley And the third Part to the Informer Clear Poterlig owning in Court that he had the Sum of £3.6.8 for the use of the Poor of the Town of Hadley, And Josiah Shelden owning he had Rec. the Sum of £3.6.8 he being the Comissio. of Excise, the Remainder the Pl. smith is to have himself he being the Informer — John Smith

Zechariah Billing of Hatfield being Convicted before this Court for selling Drink without Licence Contrary to Law Ordered to Pay a fine of Ten pounds One third Part to the Informer, One third Part to the Comissio. and one third Part for the use of the Poor of the Town of Hatf. and Cost the Pl. Comissioner he being also Informer Acknowledging in Court he had Rec. Six pounds Thirteen Shillings and four pence And Henry Dwight Esq. also acknowledged he had Rec. for the Poor of Hatfield three pound Six Shillings and Eight pence — Billing

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Anno Regis Georgij Magna Brittania &c Decimo Tertio

Att an Inferiour Court Common Pleas Holden at Springfield within and for the County of Hampshire on the third Tuesday of May being the Sixteenth day Anno Dom 1727.

Present
Sam. Partridge
John Hodgard
John Ashley
Henry Dwight
Esq. Justices of the Court

Jury of Tryalls were
Lt. John Root Foreman John Hitchcock Senr. Sam. Keep Francis Ball Edward Baker Israel Phelps John Beaman Dan. Bagg Dan. Warner Sam. Smith John Lebotton Junr. Henry Roggers
In Cooke Case vs Mountague Jno. Root Put of and John Pengilly Sutch in his Room

Welwood Cooke Gentn. and Sarah Cooke Wife to the Pl. Welwood Cooke Gentlewoman both of Hadley in the County of Hampsh. Plaintiffs Versus John Mountague and John Smith the fourth being called the Son of Orphan John Smith Yeoman, and Mary Mountague Housewife Relict of Peter Mountague Late of Hadley aforesd. Deceas. all of Hadley Executors of the Last will & Testament of Pl. Deceas. Defts. In a Plea of the Case as the writ Dated the first day of April 1727 at Large is set forth & the Pltffs and Defts. appeared in Court the Pltffs withdraw their action It is therefore Considered by the Court that the Defts. shall Recover ag. the Pltffs Cost of Court Taxed at One Pound — Cooke vs Mountague Executors

Welwood Cooke of Hadley in the County of Hampshire Gentn. Plaintiff Versus Mary Mountague of Hadley Relict of Peter Mountague late of Hadley Gentn. Deceas. Housewife and John Mountague and John Smith the 4th both of Hadley Yeomen Executors on the Last will and Testam. of Pl. Deceas. Defendts. In a Plea of the Case (Quantum Meruit) Whereupon the Pltff says that — Do vs Do

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Cooke vs Mountague's Executors

Peter Mountague aforesd. Before his Decease (Viz) Sometime in March Anno Dom. 1721 Hired four Acres of Homelot land of the Pltff which sd Land was and is in the Township of Hadley aforesd and Bounded Northerly on land of Wm Lamb Parting Off sd Hadley East and West on the Town street and Southerly on land formerly in possession of sd Peter Mountague Now in the possession and Improvement of the Deftts or Some one of them as aforesd And Did improve the Same for the space of four yeares to Commence from the time of his sd Mountague Hiring the Same Viz March Anno Dom. 1721 as yet sd Court shall be made to appear And Did agree with and Promise the pltff that he would pay him as much Rents for sd Land as it was worth for the whole Term that he Did improve the Same And the pltff In fact says that the Rent of sd Land is well worth three pounds p Year (Viz) twelve pounds in the whole for the time which the pltff brings this his Suit &c The pltff and Deftts appeared in Court The Deftts Plead and Say that the sd Peter Mountague in his Lifetime Did not Hire the Land of the pltff as set forth in the Body of the Writt being the Cause of this action after a full Hearing of all Parties, and all thing touching the Cause that was Committed to the Jury Who being Sworne according to Law to try the Same Returnd there Verdict that they find for the Deftts Cost of Court It is therefore Considered by the Court that the Defendants Shall Recover ag. the pltff Cost of Court taxed at one pound

Eley vs Dorchester

Richard Eley of Lime in the County of New London in the Collony of Connecticutt Executor to the Last will and Testament of Wm Eley of Lime aforesaid Deceased Plantiff Versus Benjamin Dorchester of Springfield aforesd Gentleman Defendant In a Plea of Debt for the Deft Detaining to Pay to the pltff in the Capacity aforesaid the full and just Sum of Ten pounds Sixteen Shillings in Good Bills of Credit Due by one Bill in writing Undr the Defendts hand and Seal Dated the Fifth day of July 1715. Conditional to be Paid to the sd Wm Eley at Lime aforesd in Good and Merchantable Pine Boards at thirty six Shillings p Thousand after before the Twentieth day of Augt then next Insuing the date of the sd Bill, as p sd Bill appeares the non Paymt of the sd Sum of Ten pound Sixteen Shillings according to the Contract in the sd Wm Eley's Life time, and since that the Neglect of Paymt of the Same to Richd Eley in the Capacity aforesaid is to the Damage of the sd Richd Eley as he saith the Sum of Sixteen pounds with other Due Damages The pltff by his Attorney Mr Pelatiah Mills appeard in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the pltff Shall Recover ag. the Deft the Sum of Ten pound Sixteen Shillings in good Merchantable Pine Boards at thirty six Shillings p Thousand being the just Debt Due on the sd Bill and Cost of Suit as p Bill Taxed at Two pounds seventeen Shillings and six pence After all which the Deft By his Attorney Mr John Huggins appeared in Court and appealed from the Judgmt of this Court to the Next Superior Court of Judicature to be holden at Springfield Within and for the County of Hampshire on the fourth Tuesday of September Next the sd Huggins Attorney aforesd as Principle Jonathan Old and Gideon Pratt both of Springfield aforesd as Sureties in the Appellants Behalf appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of thirty pounds to be well and truly paid to the Appellee in Case the Appellant fails of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of sd Court thereon and of Saying and Satisfying all Intervening Damages Occasioned to the Appellee by his being Delayed with Additional Cost in Case the Judgmt be Affirmed

Thrall vs Simons

John Thrall of Windsor in the County of Hartford and Collony of Connecticutt Husbandman Labourer Plantiff Versus James Simons of Enfield in County of Hampshire Labourer Deft In a Plea of Debt as p sd writt Dated the first day of May 1727, at large is set forth The pltff appeared in Court and with Drew this action

John Austin of the Town of Hartford in the County of Hartford in the Colony of Connecticut Trader Plantiff Versus Richard Austin of the Town of Suffield within the County of Hampshire Gentl.n Defend.t In a Plea of Debt for that the Deft. Neglects or Denies to Pay to the pltff the Sum of Sixteen pounds Two Shillings Current money of New England due from the Deft. to the pltff by one bond in Writing under the Deft.s own hand and Seal Dated March 12th 1725/26. as by the s.d bond in Court to be Produced may more fully at Large appear the Non Payment of which is to the damage of the pltff John Austin as he saith the Sum of Seventeen pounds with other Due Damages — The pltff (by his Attorney Mr. Sam.l Dwight) appeared in Court — But the Deft. being three Times Called made Default of Appearance. Austin vs Austin

It is therefore Considered by the Court that the pltff shall Recover ag.st the Deft. the Sum of Eight pounds Twelve Shillings and five Pence being the Just Debt due on s.d Bond and Costs of Suit as p. Bill Taxed at two pounds Eleven Shillings and Six Pence — After all which the Deft. appeared in Court by his Attorney Mr. John Huggins and appealed from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next And the s.d Huggins Attorney aforesaid as principle Jonathan Old and Gideon Pratt both of Springfield aforesaid as Sureties as in the Appellants Behalf appeared in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of Twenty Pounds to be well and truly paid to the Appellee in Case the Appellant fails of Prosecuting his appeal with Effect and of Abideing and Performing the Order of s.d Court thereon and of Paying and Satisfieing all Intervening Damages occasioned to the appellee by his being Delayed with Additional Costs in Case the Judgm.t be Affirmed.

Sam.l Harman 1st Second of the Town of Suffield in the County of Hamps.h House Carpenter Plantiff Versus Richard Austin of Suffield aforesaid Gentleman Defend.t In a Plea of the Case for that the Deft. Neglects or Denies to Pay to the pltff the Sum of Eight Pounds Eight Shillings Due from the Deft. to the pltff as p. Act annexed to w.d writt appears the non Payment of which is to the Damage &c. The pltff Appeared in Court — But the Deft. being three times Called made default of Appearance — No Judgm.t to be Ent.d up in this action. Harman vs Austin

Ebenezer Ashley of Springfield in the County of Hampshire Cooper Plantiff Versus Robert Old of Brimfield in the County aforesaid Husbandman Defendant In a Plea of the Case for that the Deft. Denies to Pay to the Pltff the full and Just Sum of Fourty five Shillings the Same being Justly Due from the Deft. to the pltff by a certain Note of Writing Und.r the Deft.s hand well and Duly Executed at Springfield the Sixth day of Aug.st 1725. made Payable to the pltff the Sixth day of Septem.r Ensuing the date of s.d note as shall in our s.d Court more fully appear the Non Payment of which is to the Damage of the s.d Ebenezer Ashley as he saith the Sum of Eight pounds with other Due Damages — The Pltff and Deft. Appeared in Court — The Deft. Pleads in abatement of the writt (viz) that he hath not his Proper addition and adjudged insufficient — Having the Plea in abatement to have Pleads not guilty in manner and form — In this action after a full hearing and both Parties and all things Touching the Cause being fully Discussed, it was Committed to the Jury who were Sworn to try the same — Who Returned there verdict that they find for the pltff Fourty five Shillings Debt — It is therefore Considered by the Court that the pltff shall Recover ag.st the Deft. the Sum of Fourty five Shillings Debt and Costs of Suit Taxed at two Pound one Shilling and Six Pence — Execution Issued out Decem.r 2d 1727. Ashley vs Old

John Combs of Northampton within the County of Hampshire Cordwainer Plantiff Versus Sam.l Fairfield of Northampton aforesaid Feltmaker Defend.t In a Plea of the Case for that the Deft. Denies to Pay unto the pltff the Sum of three Combs vs Fairfield

Comby vs Fairfield

Three Pound Twelve Shillings and Six Pence justly Due and owing to the Pltff by the Ballance due Upon a note in writing Und. the Defts hand bearing date Jany the 14th 1726/27 to be Paid by the first day of February following Pl. date Which note was for five Pounds Twelve Shillings and Six Pence and the Deft Upon April the fourth 1727. Paid forty Shillings and the Remaind. being three pound Twelve Shilling and Six Pence for Which the Pltff Brings this action the Non Payment of Which is to the damage of the Pl. John Comby (as he saith) the Sum of five Pounds with other Due Damages. The Pltff by his Attorney Mr Timothy Dwight Appeared in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Defendant The Sum of three Pound twelve Shillings and Six Pence being the Ballance due on the Note and Costs of Suit as by Bill taxed at Two pound ten shillings After all which the Deft by his Attorney Mr John Huggins appeared in Court And appealed from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next And the Pl. Huggins attorney appeared as Principle and Cornelius Jones of Springfield aforesd. And Nath. Williams of Westfield in the County aforesaid as Sureties in the Appellants Behalf Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Sixteen Pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abiding and performing the Order of Sd. Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his being Delayd with Additional Costs In Case the Judgment be Affirmed

Dwight vs Cooley

Joseph Dwight of Springfield aforesd. Shopkeeper Plantiff Versus Azariah Cooley of Springfield Husbandman alias Weaver within the County of Hampshire Defendant Plea of the Case for that the Defd. Denyes & neglects to pay to the Pltff the Sum of five Pound Sixteen Shillings and Ten pence money Due by one note in writing Under the Defendts hand Dated Springfield June 7th 1726. Payable on or before the first Monday in March Next ensuing the date of the Sd. Note as by the note shall more fully appear the non Payment of which is to the Damage of the Sd. Joseph Dwight as he saith the Sum of Eight Pounds with other Due Damages. The Pltff Appeared in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Deft the Sum of five Pound Sixteen Shillings and Ten Pence being the first Sum due on the Sd. Note and Cost of Suit as by Bill taxed at one Pound Seventeen Shillings & Six Pence After all which the Deft Appeared in Court and appealed from the Judgment of this Court to the next Supr. Court of Judicature to be Holden at Springfield within and for the County of Hampsh. on the fourth Tuesday of Sept. Next and the appellant as Principle Nathl. Merick of Brookfield in the County aforesd. and John Cooley of Springfield aforesd. as Sureties in the Appellants Behalf Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Twenty Pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuting his appeal with Effect and of abiding and performing the Order of Sd. Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his being Delayd with Additional Costs In Case the Judgment be Affirmed

Whitings vs Bement

Anna Whiting Gentlewoman and John Whiting Gentleman both of Hartford in the County of Hartford Adm. on the Estate of Joseph Whiting late of Hartford in the County of Hartford Gentn. Decead. Plantiffs Versus Willian Bement of Enfield Ind. County of Hampsh. Yeoman Deft Plea of Debt to the Sum of fifty Pounds Lawfull money Due from the Defd to the Pltffs by one Bond in writing Obligatory Und. the Defts hand and Seal duly Executed and Dated the twenty first day of January Anno Dom 1719/20. Which Bond was and is made to the Pltffs aforesd and Payable to them or their Successors as the Bond appeares and yet the Defd Neglects to pay the same to the Pltffs as aforesd which is to the damage of the Sd. Anna Whiting & John Whiting Adm. as they say the Sum of Fifty Pounds with other Due Damages.

The

The Pltff by there Atto. Mr. John Huggins appd in Court and the Deft by his Atto. Mr. Christopher Jacob Lawton appeared in Court & Also the Deft Pleaded Abatement of the writt that there was a Material Variance between the writt and Sumony Wherefore the Court judge Insufficient to abate the Same And to Issue Pleade Paym. In this action the Plaintiff Witness
=eness being Produced in Court and Read and the Pleas on both Sides being heard & all things touching the Same being fully Searched It was Committed to the Jury (John Root being foreman) who Returned there Verdict upon Oath that they find for the Pltff the Forfeiture of the bond Sued for being fifty Pounds and Cost of Court It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Thirty Six Pounds Sixteen Shillings and four Pence being the just Sum Due on the Pd bond and Cost of Suit as p Bill Taxed at Three pounds Nineteen Shillings and Six Pence The Deft by his Attorney Mr. Lawton appealed from the Judgmt of this Court to the Next Super. Court of Judicature to be Held at Springfield within and for the County of Hampshire aforesd on the fourth Tuesday of Septemb. Next And the Pd Lawton attorney aforesd Cas Principle Abraham Adams of Suffield in the County of Hampshire and Henry Wolcott of Springfield aforesd as Surties in the appellants Behalfe Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Seventy Pounds to be well and truly Paid to the Appellee In Case the Appellant fails of Prosecuting his appeal with Effect and of Abideing and Performing the Order of Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the appellee by its being Delayd with additional Costs In Case the Judgmt be Affirmed

John Crowfoot of Springfd (Late Husd) Yeoman Having been Served with a writt of Scire facias to Shew Cause (Any he have) Wherefore John Anderson of Windsor in the County of Hartford in Colony of Connecticutt Under Right not to have his Execution ag. him the Pd Crowfoot for the Sum of Two Pound Two Shillings and four Pence Debt and Two Pound and Six Pence Cost Recov. ag. him at Springfd at the Inferior Court held by adjournmt on the fourth Tuesday of Septemb. 1723. and also for the Two Pound thirteen Shillings additional Costs Recov. ag. him Upon a writt of Scire facias at the Inferior held at Springfield on the Last Tuesday of Aug. 1725. the Pd Crowfoot being three times Called made Default of Appearance It is now therefore Considered by the Court that the Pd John Anderson shall have Execution ag. the Pd Crowfoot for the aforesd Debt and Costs and that he shall Recover ag. Pd Crowfoot Cost of this Court Taxed at Two Pound thirteen Shillings

Execution Issued out June 8th 1727

Joseph Dwight of Springfield in the County of Hampshire Shopkeeper Plantiff Versus Benjamin Stebbins of Springfield aforesd Husbandman Defendt In a Case of the Case so that the Deft Denies or Neglects to Pay to the Pltff the Sum of five Pound twelve Shillings and four Pence justly Due from the Deft to the Pltff as p a Copy of the act annexed to the writt appears the Non Paym. of which is to the Damage of the Pd Joseph Dwight as he saith the Sum of Eight Pounds with other Due Damages

The Pltff Appeared in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recov. ag. the Deft the Sum of five Pounds twelve Shillings and four pence Debt and Cost of Court Taxed at One Pound Seventeen Shillings

Execution Issued out June 8th 1727

David Ingersole of Springfield aforesd Trader Plantiff Versus Pelatiah Jones of Springfield aforesd Sen. Weaver Deft In a Plea of Debt to the Sum of Ten pounds Current lawfull money of New England Due from the Deft to the Pltff by one bond or writing obligatory Under the Defendts hand and Seal Duly Executed and Dated the Twelfth day of Aug. Anno Dom. 1722 As p the bond Appears and yet the Deft Neglects to Pay the Same to the Pltff which is to the damage of the Pd David Ingersole as he saith the Sum of Twelve pounds with other Due Damages The Pltff Appeared in Court But the Defendt being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Six Pound Eight Shillings being the just Sum due on the Pd bond and Cost of Suit as p Bill Taxed at Two Pound two Shillings After all which the Defendt

By

Whiting & Bennett

Anderson & Crowfoot

Dwight & Stebbins

Ingersole & Jones

By his Attorney Mr. Chr. Jacob Lawton appeared in Court and Appealed from the Judgm.t of this Court to the Next Sup.r Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept.r Next and the s.d Lawton Attorney as Principle Cornelius Jones of Springfield afores.d and Nath.ll Williams of Westfield in the County afore said as Sureties in the Appellants behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of Twenty Pounds to be well and truly paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abideing and Performing the order of Court thereon and of paying and satisfieing all Intervening Damages occasioned to the Appellee by his being Delayd with additional Cost In Case the Judgment be Affirmed

Ingersole vs Old

David Ingersole of Springfield afores.d Trader Plantiff Versus Robert Old of Springfield in the County afores.d Inholder Defendant In a Plea of Debt to the Sum of Twenty four Pounds Current Lawfull money of New England due from the Def.t to the Plff by one bond in writing Obligatory Und.r the Def.ts hand and Seal Duly Executed and Dated the Fifth day of Novem.r Anno Dom. 1722. As y.e said Bond Appeares and yet the Def.t Neglects to pay the same to the Plff which is to the Damage of the s.d David Ingersole as he saith the Sum of Thirty Pounds with other Due Damages The Plff Appeared in Court but the Def.t being three times Called made Default of Appearance It is therefore Considered by the Court that the Plff shall Recover ag.st the Def.t the Sum of four pound Eleven shillings and Eleven pence being the just Sum due on the s.d Bond and Cost of Suit as y.e Bill stated at two Pounds ten shillings After all which the Def.t Appeared in Court and Appealed from the Judgm.t of this Court to the Next Sup.r Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem.r Next the Appellant as Principle John Kingsley and Dan.ll Parsons of Springfield afores.d as Sureties in the Appellants behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of Twenty Pounds to be well and truly paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abideing and Performing the order of Court thereon and of paying and satisfieing all Intervening Damages occasioned to the Appellee by his being Delayd with additional Cost In Case the Judgm.t be Affirmed

Copley vs Hubbee

Sam.ll Copley of the Town of Suffield in the County afores.d Husbandman Plantiff Versus Edward Hubbee of the Town of Enfield in the County afore said Husbandman Def.t In a Plea of Debt for that the Def.t Neglects to pay to the Plff the full and just Sum of Thirty Pounds Current money & Bills of Publick Cred.t of this Province Due from the Def.t to the Plff by one bond in writing Und.r the Def.ts own hand and Seal Dated the 16 day of Febu.y 1726. As y.e the s.d Bond in Court to be Produced will further appear the non Paym.t of which is to the Damage of the s.d Sam.ll Copley as he saith the Sum of Thirty Pounds with other Due Damages The Plff Appeared in Court but the Def.t being three times called made Default of Appearance It is therefore Considered by the Court that the Plff shall Recover ag.st the Def.t the Sum of fifteen pounds Eighteen shillings and three pence being the just Sum due on s.d Bond and Cost of Suit as y.e Bill stated at two Pounds ten shillings After all which the Def.t by his Attorney Mr. Chr. Jacob Lawton appeared in Court and Appealed from the Judgm.t of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem.r Next and the s.d Lawton Attorney as Principle Cornelius Jones of Springfield afores.d and John Williams of Westfield in the County afores.d as Sureties in the Appellants behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of Thirty Pounds to be well and truly paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abideing and Performing the order of Court thereon and of paying and satisfieing all Intervening Damages occasioned to the Appellee by his being Delayd with additional Cost In Case the Judgm.t be Affirmed

Wells vs Brooks

Jonathan Wells of Hartford in the County of Hartford Husbandman Plantiff Versus John Brooks of Springfield in the County of Hampsh.r Yeoman Def.t In a Plea of the Case for that the Def.t Deny'th to pay the plff the Sum

Sum of Nine Pounds in Bill of Cred.t Due from the Deft. to the Pltff by one Bill in writing Und.r the Deft.s hand & Seal the 13th day of Octo.r 1726. As by the writt more at Large is Set forth — The Pltff by his Attorney Mr. John Huggins Appeard in Court — But the Deft. being Three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff Shall Recover ag.t the Deft. the Sum of Nine Pound Debt and Cost of Court Taxed at Three Pound four Shillings and six Pence — Execution Issued out June 8th. 1727

Wells vs Brooks

Joseph Biggelow of Hartford in the County of Hartford Yeoman Plantiff Versus Samuel Smith of Suffield in the County of Hampshire Second Husbandman Defendant makes Plea of Debt to the Sum of Twenty Six Pounds Lawfull money of the Province of the Massachusetts Bay Due by one Bond Obligatory Und.r the Deft.s hand and Seal Dated q. 28th. of Octo.r Anno. Dom. 1726. Originally Payable to David Ashley of Deff.d and by him Assigned the Twenty fifth of Nov.r 1726 to the Pltff as the writt more at Large is Set forth — The Pltff by his Attorney Mr. John Huggins Appeard in Court — But the Deft. being Three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff Shall Recover ag.t the Deft. the Sum of Fourteen Pound Twelve Shillings and one Penny Debt and Cost of Court Taxed at Three pound two Shillings and six Pence — Execution Issued out June 8th. 1727

Biggelow vs Smith

John Knott of Weatherfield in the County of Hartford Marriner Plantiff Versus Benjamin Allin of Suffield in the County of Hampsh.r Husbandman Deft. In a Plea of Acct. Render As by the writt Dated the 25th. of April 1727 at Larger set forth — The Pltff by his Attorney Mr. John Huggins Appeard in Court and the Deft. also — The Pltff by his s.d Attorney withdrew this Action — It is therefore Considered by the Court that the Deft. Shall Recover ag.t the Pltff Cost of Court Taxed at one Pound five Shillings and six Pence

Knott vs Allin

David Ingersole of Springfield aforesd. Trader Plantiff Versus Ezekiel Kellogg and Ebenezer Kellogg both of Hadley in the County aforesaid Traders or Either of them Deft. In a Plea of Debt to the Sum of Seventy Seven pounds Current Lawfull money of New England due from the Deft.s or Either of them to the Pltff by one Bond in writing Obligatory Und.r the Deft.s hand and Seales Duly Executed and Dated the twenty second day of Octo.r Anno Dom. 1725. By which s.d Bond the Deft.s are Jointly and Severally bound for and in the whole Sum which s.d Bond was Originally made to James Emott of Newport in the Colony of Rhode Island Merchant and by him Assigned to the Pltff on the 27th. day of Novem.r Anno. Dom. 1726. As the s.d Bond with the Assignm.t thereon Appeares and yet the Deft.s as yet Neglect to Pay the Same to the Pltff which is to the Damage of the s.d David Ingersole (as he Saith) the Sum of One Hundred Pounds with other Due Damages — The Pltff appeard in Court — But the Deft. Ezekiel Kellogg being only taken by the writ being Three Times Called made Default of Appearance — It is therefore Judged by the Court that the Pltff Shall Recover ag.t the s.d Ezek.l Kellogg the Deft. the Sum of Thirty Six Pound Thirteen Shillings and Seven pence being the just Sum due on s.d bond and Cost of Suit as by Bill Taxed at Two Pound Three Shillings — After all which the Deft. Ezekiel Kellogg appeard in Court and Appealed from the Judgm.t of this Court to the Next Sup.r Court of Judicature to be holden at Springfield within and for the s.d County of Hampsh. on the fourth Tuesday of Septem.r Next, The Appellant as Principle & Timothy Dwight of Northampton in s.d County aforesd. And Nath.l Jacob Lawton of Springfield aforesd. as Surety in the Appellant's Behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Sixty Pounds to be well and truly paid to the

Ingersole vs Kellogg

Appl.ee

Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of Abideing and Performing the Order of ye Court thereon and of Paying and Satisfieing all Intervening Damages occasiond to the Appellee by his being Delayd with Additional Costs in Case the Judgmt be Affirmed

Pelatiah Bliss of Springfield in ye County of Hampsh. Yeoman Plantiff Versus John Hamilton of Brookfield in the County of Hampsh. Husbandman Defendant In a Plea of Debt to the Sum of Twelve Pounds Current money of the Province of the Massachusetts Bay Due by one Obligatory Bond Und. the Defts hand and Seal Dated the 23 of February Anno Dom. 1723/24. originally Payable to David Ingersole and by him on the 10th day of April 1724. Assigned to the Plaintiff, as ye the writt more at Large is set forth The Pltff appeared in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the Sum of four Pound Nine Shillings and four Pence Debt And Cost of Court Taxed at two pound ten shillings Execution Issued out Aug. 9th 1727

Bliss vs Hamilton

John Smith of Stoning Town in ye County of New London Yeoman Plantiff Versus Benoni Jerry of Enfield within the County of Hampsh. Husbandman Defendt In a Plea of Debt to the Sum of Twenty one Pounds Ten Shillings law full money of New England due from the Deft to the Pltff by one bond in Writing Obligatory Und. the Defts hand Duly Executed and Dated the Twenty Ninth day of Octo. Anno Dom. 1725. as ye the Bond appeares And yet the Deft Neglected to pay the same to the Pltff Which is to the Damage of the Pltff John Smith (as he saith) the Sum of Thirty Pounds with other Due Damages The Pltff by his Attorney Mr John Huggins appeared in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Eleven Pound Eight Shillings being the first Sum due on the Bond and Bill of Suit as ye Bill Taxed at four Pound Eight Shillings After all which the Deft by his Attorney Mr Ch. Jacob Lawton appeared in Court and appeales from the Judgmt of this Court to the next Sup. Court of Judicature to be Holden at Springfield within and for the County of Hampsh. on the fourth Munday of Sept Next the Pltff Lawton Attorney as principle Caleb Jones of Springfield aforesd and John Williams of Westfield in the County of Hampsh. aforesd as Sureties in the Appellants Behalfe Appeared in Court and acknowledged themselves to be jointly and severally Indebted to the Appellee in the Sum of fourty Pounds to be well and truly Paid to the aprs in Case the Appellant failes of Prosecuting his Appeal with Effect and of Abideing and Performing the order of ye Court thereon and of Paying and Satisfieing all Intervening Damages occasiond to the Appellee by his being Delayd with additional Costs in Case the Judgmt be Affirmed

Jerry vs Smith

Def. the

John Thompson of Farmington in ye County of Hartford Leather Dresser Plantiff Versus Nathaniell Stall of Enfield in the County of Hampsh. Husbandman Defendt In a Plea of Debt to the Sum of Eight pounds Current money Due by Bond Und. the Defts hand the Second day of January Anno Dom. 1724/5. as ye the writt more at Large is set forth The Pltff (by his Attorney Mr John Huggins) appeared in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the Sum of four Pound Seventeen Shillings and three Pence Debt and Cost of Court

Thompson vs Stall

John Huggins of Springfield in ye County of Hampsh. Gentn Plantiff Versus Jacob Wheeler of Enfield in ye County of ye Deft In a Plea of Debt to the Sum of Thirty Pounds six Shillings Current money of New England Due by a Bond Und. the Defts hand and Seal Dated the 24th of January Anno Dom. 1722/3. originally made Payable to Benoni Jones of Springfield and by him assigned to the Pltff

Huggins vs Wheeler

the

the 13th day of March Last Past as p the writt more at Large is set forth
The Pltf appeared in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shal Recover ag.t the Deft the Sum of Fifteen Pound Eight Shillings and Eleven Pence Debt And Cost of Court taxed at two Pounds May 20th 1727 Rec.d the Pill of this Judgm.t as it is here Ent.d in the note Book, John Huggins, this Rec.d Ent.d from the note Book

Henry Wright Husbandman Inh.d within the County of Hamp.shr Plantiff Versus John Crowfoot of Springfield in the County of Hamp.shr Husbandman Defend.t In a Plea of the Case for that the Deft Neglect to Pay the Pltf the Sum of five Pounds Curr.t money Due by one note in writing Und.r the Deft.s hand Payable upon Demand Dated the 14th day of March Anno Dom. 1727 as p the writt more at Large is set forth
The Pltf (by his Atto.y Mr Joseph Dwight) appeared in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of five Pound Debt And Cost of Court taxed at Two Pound one Shilling
Execution Issued out June 5th 1727

Wright vs Crowfoot

John Huggins of Springf.d in the County of Hamp.shr Gent.n Plantiff Versus Thomas Rich of Brookf.d in the County of Hamp.shr Yeoman Defend.t In a Plea of the case for that the Deft denyth to Pay the Pltf the Sum of three pounds fifteen Shillings in money with Lawfull Interest for the Same from the 11th day of Aug.t 1725 Due from the Deft to the Pltf by one note in writing Und.r the Deft.s hand the aforesd 11th day of Aug.t as p the Note appears which is to the damage &c The Pltf appeard in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of four Pound one Shilling and five Pence Debt and Cost of Court

Huggins vs Rich

Isaac Demerdina of Hartford in sd County of Hartford Merch.t Plantiff Versus Joshua Gary of Lyme in the County of Hamp.shire Husbandman Deft In a Plea of Debt for the Sum of Thirty three pounds Seventeen Lawfull Money of New England Due by one Bond Obligatory Und.r the Deft.s hand and Seal the 28th of Aug.t Anno Dom. 1722 as p the writt more at Large is set forth
The Pltf (by his Attorney Mr John Huggins) appeared in Court, But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Twenty one pound fifteen Shillings and four Pence Debt And Cost of Court taxed at Two Pound fifteen Shillings
Execution Issued out June 8th 1727

Demerdina vs Gary

Dan.l Stoughton of Windsor in the County of Hartford in the Colony of Connecticutt Sadler Plantiff Versus Ebenezer Terry of Lyme in sd County of Hamp.shr Physitian Deft In a Plea of Debt as p the writt Dated the 1st day of May 1727 at Large appears The Pltf being three times Called appeared not in Court to Prosecute this Action It is therefore Considered by the Court that the Pltf be Nonsuited and that the Deft shall Recover ag.t the Plantiff Cost of Court Taxed at Nineteen Shillings
Execution Issued out May 13th 1728

Stoughton vs Terry

Susannah Howard Relict of Sam.l Howard late of Hartford in sd County of Hartford Merch.t Deceas.d Gentlewoman and Sam.l Howard Yeoman both of said Hartford Exec.rs of the Last Will and Testam.t of s.d Deceas.d as they are Executors as aforesd Plantiffs Versus James Stephenson formerly of Springf.d now of Suffield in the County of Hamp.shr Wheelwright Deft In a Plea of Debt to the Sum of Eight Pounds Fourteen Shillings Currant Lawfull money of the Province of the Massachusetts Bay Due by one bond made Payable to the s.d Deceas.d in his Life Time Dated the 4th day of Decem.r 1714 as p the writt more at Large is set forth

Howard vs Stevenson

the

The Pltfs by their Attorney Mr. Joseph Gilbert Appeard in Court — But the Deft being three Times Called made Default of Appearance — It is therefore by the Court Considered that the Pltfs Shall Recover ag.t the Deft the Sum of Seven pound Twelve Shillings and Six Pence Debt and Cost taxed at two pound Twelve Shillings

Execution Issued out July 4th 1727

Howard vs Collins

Sam.l Howard of Hartford in the County of Hartford and Colony of Connecticutt Yeoman Plantiff Versus Nath.l Collins of Enfield within the County of Hampshire Gentl.n Deft. ma Plea of Debt to the Sum of Eight Pounds Currant money of New England due from the Deft. to the Pltff by one bond in writing obligatory Und.r the Deft. hand and Seal Duly Executed Dated the Twenty sixth day of July A. Dom. 1726. at by the P. bond Appears and yet the Deft. Neglects to Pay the same to the Pltff which is to the Damage of the P. Sam.l Howard as he saith the Sum of Twenty Pounds with other Due Damages — The Pltff by his Attorney Mr. Joseph Gilbert Jun.r appeard in Court — But the Deft being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of four Pounds Seven Shillings being the full Sum Due on the P. Bond and Cost of Suit at Bill Taxed at two pound twelve Shillings and Six Pence — After all which the Deft by his Attorney Mr. Pelatiah Mills appeared in Court and appeald from the Judgm.t of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire aforesaid the fourth Munday of September Next the D. Mills Attorney at Principle Jacob Lawton of Enfield aforesaid and Christ.r Jacob Lawton of Springfield aforesaid at Sureties in the Appellants Behalfe appeard in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Twenty Pounds to be well and truely Paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of Abideing and Performing the Order of Court thereon and of Paying and Satisfeying all Intervening Damages Occasioned to the Appellee by his Being Delayed with additional Cost In Case the Judgm.t be Affirmed

Osborne vs Libbee

Jacob Osborne of Windsor in the County of Hartford in the Colony of Connecticutt Husbandman Plantiff Versus Edward Libbee of Enfield in the County of Hampsh.r Jun.r Husbandman Deft. ma Plea of the Case for that the Deft. Deny's to Pay to the Pltff the full and just Sum of Three pounds five Shillings in Good Bill of Cred.t Currant money of New England Due by one note in writing Und.r the Deft.s hand Dated the 7th day of Oct.r 1726 originally due and payable to Nath.l Pierce of Lyme aforesd. Weaver and becomes Due to the Pltff by an Assignm.t as by the writt more Particularly is set forth — The Pltff by his Attorney Mr. John Huggins Appeard in Court — But the Deft being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Three pound five Shillings Debt and Cost of Court taxed at two pound twelve Shillings

Execution Issued out June 8th 1727

Thrall & Fillet

Sarah Thrall and William Thrall both of Windsor in the County of Hartford and Colony of Connecticutt Shopkeepers Executors to the Last will and Testament of Timothy Thrall Late of the Windsor Shopkeeper Deceas.d Plantiff Versus Sam.l Gillett of Sheffield in the County of Hampsh.r Sen.r Yeoman Defend.t ma Plea of the Case for that the Deft. Denyth to Pay Unto the Pltff as they are Executors as aforesaid the Sum of Eight pounds two Shillings and Eleven Pence money Due by Book to the aforesd. Capt. Timothy Thrall at the time of his Death and still Remains Due Unto the Pltff as aforesaid by Book as appears - - - - - - by a Copy of the P. Book Exec.d annexed to the writt the non Paym.t of which is to the damage of the Pltff the Sum of twelve pounds with other Due Damages — The Pltff by their Attorney Mr. Pelatiah Mills Appeard in Court — But the Deft being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Eight pounds two Shillings and Eleven Pence Debt and Cost of Court taxed at two pound Seventeen Shillings and Six Pence — Execution Issued out Aug. 7th 1727.

Thrall vs Smith

William Thrall of Windsor in the County of Hartford and Colony of Connecticutt Shopkeeper Plantiff Versus Edward Smith of Enfield within the County of Hampsh.r Husbandman Deft.

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Spa Plea of Debt for that the Deft. Denies to Pay Unto the Pltff the Sum of Twenty two Pounds fourteen Shillings & 10d. money due by book from the Deft. Unto the Pltff by the Acct. annexed to ye writt appears the Non Payment of which is to the damage of the Pltff. Wm Small Thousand he saith the Sum of Ninty Pounds with other Due Damages — The Pltff appeared in Court But the Deft. being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover Against the Deft. the Sum of Twenty two Pound fourteen Shillings and Eleven pence Debt and Cost of Court Taxed at two pound Nine Shillings — Execution Issued Aug. 7th 1727. — Smith v.

Thomas Baker of Brookfield in the County of Hampshire Yeoman Plaintiff Versus John Green of Bradford in the County of Essex Yeoman Defendt. In a Plea of the Case as ye writt Dated the 3d day of February 1726/27 at large is set forth the Pltff being three times Called appeard not It is therefore Considered by the Court that the Pltff be Nonsuited — Baker v. Green

John Day Senr. and James Mirick Senr both of Springfield aforesd Gentlemen Plaintiffs Versus Jonathan Ball of Springfield aforesd. Husbandman and Yeoman Deft. In a Plea of Debt for that the Deft. Denies to pay to the Pltffs the full and just Sum of Eighty Pounds Current money of New England or Bills of Publick Credit in the Province of the Massachusetts Bay Due by one bond Obligatory Duly Executed Under the Defts. hand and Seal Dated the twelfth day of Decr. last past as by the Sd. bond to be in Court produced more at large appeares the non Payment of which is to the damage of the Sd. John Day and James Mirick as they say the Sum of Ninety Pounds with other Due Damages — The Pltffs Appeard in Court But the Deft. being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltffs shall Recover Ag. the Deft. the Sum of Fourty one Pound Sixteen Shillings and Nine pence being the just Sum due on the Sd. bond and Cost of Suit as ye Bill Taxed at one pound Seventeen Shillings — After all which the Deft. by his Attorney Mr John Huggins appeard in Court and Appealed from the Judgment of this Court to the Next Supd. Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem. Next to wh. Huggins attorney as principle Caution Jonathan Ball of Springfield aforesd and Nath. Williams of West field aforesd as Surety in the Appellants behalfe appeared in Court and Acknowledged themselves to be jointly and severally indebted to the Appellee in the Sum of Fifty Pounds to be levied on their Goods Lands and Tenements to the Appellee in Case the Appellant fails of Prosecuting his Appeal with Effect and of Abideing and Performing the order of Court thereupon of Paying and Satisfying all Intervening Damages Occasioned to the Appellee by his being Delayd with Additional Costs in Case the Judgment be Affirmed — Day v. Mirick v. Ball

John Day of Springfield in the County of Hampshire Innholder Plaintiff Versus John Barber of Springfield aforesd Husbandman Deft. In a Plea of Debt for that the Deft. Denies to pay to the Pltff the full Sum of Twenty Pounds in Good Lawfull money of the Province of the Massachusetts Bay Due by one bond obligatory Und. the Defts hand and Seal Dated the 7th day of Febru. 1725/26 as ye writt more fully is set forth — The Pltff appeard in Court But the Deft. being three times called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft. the Sum of Ten Pound Three Shillings Debt and Cost of Court Taxed at One Pound Seventeen Shillings — Day v. Barber

David Ingersole of Springfield in the County of Hampshire Trader Plaintiff Versus Jacob Wheeler of the town of Suffield in ye County of Hartford Defendant In a Plea of Debt Nihil Saying the Pltff the Sum of Twenty Pounds Due by one Obligatory Bond Und. the Defts hand & Seal Dated ye 23d day of Decem. Anno Dom. 1726 as ye writt more fully is set forth — The Pltff Appeard in Court But the Deft. being Three Times called made Default of Appearance — It Ingersole v. Wheeler

It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Twelve pound and Ten Pence Debt And Cost of Court Taxed two pound & Six pence

Crow vs Taylor

Sam.l Crow of the Town of Hadley in the County of Hamp.re Plantiff Versus Sam.l Taylor of the Town of Springfield in the County of Hamp.re Husbandman Defend.t In a Plea of Debt for not Paying to the Pltf the Sum of Twenty Pounds Due by one bond Und.r the Deft.s hand and Seal dated the 10.th day of Febr. 1712. as p the writ more at Large is set forth. The Pltf by his Attorney Mr. Ch.r Jacob Lawton Appeared in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Eighteen pound twelve Shillings Debt And Cost of Suit Taxed at one pound fifteen Shillings Execution Issued out January 2. 1727/28

Warriner vs Copley

David Warriner of Springfield aforesd Husbandman Plantiff Versus Sam.l Copley of Suffield in the County aforesd Husbandman Defend.t In a Plea of Debt to the Sum of fourty Pounds Current money of New England Due from the Deft to the Pltf by one bond in writing Obligatory Und.r the Deft.s hand and Seal Duly Executed and Dated the Tenth day of February Anno Dom 1726. as p the bond Appeares and yet the Deft Neglects to Pay the Same to the Pltf which is to the Damage of the Pl David Warriner as he saith the Sum of fifty Pounds with other Due Damages The Pltf Appeared in Court But the Defend.t being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Twenty Pounds Six Shillings and Six pence being the full Sum due on the Pl. Bond and Cost of Suit Taxed at Two pound fourteen Shillings After all which the Defend appeared in Court and Appealed from the Judgm.t of the Court to the Next Superio.r Court of Judicature to be Held at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem.r Next the Appellant as Principle Ch.r Jacob Lawton of Springf.d aforesd and John Burbank of Suffield aforesd as Sureties in the Appellants Behalfe Appeard in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of fourty Pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abideing and Performing the Order of said Court thereon and of Paying and Satisfieing all Intervening Damages occasioned to the Appellee by his being Delayd with Additional Costs In Case the Judgment be Affirmed

Huntington vs Ashley

Jabez Huntington of Wendham in the County of Wendham Gent. Plantiff Versus Ezekiel Ashley of Westfield within the County of Hamp.re Husbandman Alias called Ezek.l Ashley of House a Tunnick in the County of Hamp.re Husbandman Deft In a Plea of Debt to the Sum of Twenty four Pounds Current money of New England or Bills of Publick Cred.t due from the Deft to the Pltf by one bond in writing Obligatory Und.r the Deft.s hand and Seal Duly Executed and Dated the Seventh day of April Anno Dom. 1726. as p the Bond Appeares and yet the Deft Neglects to Pay the Same to the Pltf the non Paym.t of which is to the damage of the Pl Jabez Huntington as he saith the Sum of Thirty Pounds with other Due Damages The Pltf by his Atto.y Mr. John Hagin and the Deft by his Attorney Mr. Ch.r Jacob Lawton Appeared in Court The Deft to p.s Plead the Bond set forth in the Writt is Not his act and Deed In this Action the Evidence being Produced in Court and Read and the Pleas on both Sides being Heard and all things Touching the same being fully Dispeased It was Committed to the Jury John Root being Foreman to Hold Their Verdict upon oath that they find for the Deft Cost of Court It is therefore Considerd by the Court that the Defendant shall Recover ag.t the Plantiff Cost of Court as p Bill Taxed at one Pound Seven Shillings

Bridgett Fitch Gentlewoman Relict of Ebenr Fitch Late of Windsor in the County of Hartford Gentn Deceas'd and Sarah Strong Widdow Late of Windsor in the County of Hartford aforesaid Admrs of the Estate of the sd Ebenr Fitch as they are Admrs as aforesd Plaintiffs Against Samuel Smith of Suffield in the County of Hampshire the 3. husbandman Defendant made Debt to the Damount Ninety four Pounds Current money of the Province of the Massachusetts Bay Due from the Deft to the Pltfs in the Capacity of Admrs Bygone Bond or writing Obligatory Undr the hand and Seal of the Deft And Jared Huxley of Suffield Trader and Jonathan Fowler of Suffield at the time of executing the sd Bond Yeoman Now of Coventry in the County of Hendham Yeoman Duly Executed and Dated the fourth day of February Anno Dom 1723/4 Whereby the Deft and the sd Jared Huxley and Jonathan Fowler are Jointly and Severally bound to the Pltfs in sd Capacity of Admrs for and in the whole Sum which sd Bond was made to the sd Ebenr Fitch in his Lifetime as the Bond appeares And the Deft nor Jared Huxley nor sd Jonathan Fowler have not paid the Same Either to the sd Ebenr Fitch in his Lifetime or to the Pltfs in Said Capacity Since his Decease which is to the Damage of the sd Bridgett Fitch & Sarah Strong in sd Capacity as they Say the Sum of One Hundred pounds with other Due Damages the Pltfs by there Attorney Mr John Huggins Appeared in Court But the Deft being three times Called made Default of Appearance Wherefore Considered by the Court that the Pltfs shall Recover ag. the Deft the Sum of fifty Six Pounds one Shilling and six Pence being the just Damdue on the sd Bond and Costs of Suit as by Bill Taxed at three Pound Eight Shillings &c After all which the Deft by his Attorney Mr Jacob Lawton appeared in Court and appealed from the Judgmt of this Court to the Next Superiour Court of Judicature hold'en at Springfield within and for the County of Hampsh. aforesd on the fourth tuesday of September Next And the sd Lawton Attorney as Principle Henry Woolcott of Springfd aforesd and John Williams of Westfd in the County of Hampsh. aforesd as Sureties in the Appellants Behalfe Appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Eighty Pounds to be well and Truly Paid to the Appellee In Case the Appt failes of Prosecuting his Appeal with Effect and of Abiding and Performing the order of the Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by there being Delayd with Additional Costs In Case the Judgmt be Affirmed

Fitches adm. vs Smith

Sarah Thrall and William Thrall both of Windsor in the County of Hartford Executors to the Last will and Testam of Timothy Thrall Late of Windsor aforesd Deceas'd Plaintiffs versus William Allin of Suffield in the County of Hampsh. Labourer Deft In a Plea of Debt for that the Deft Denies to pay to the Pltfs in Capacity aforesd the Just and Lawfull Sum of Twenty two Pounds Current Lawfull money of New England Due from the Deft to the Pltfs in the Capacity aforesd Bygone bond Obligatory Duly Executed Undr the Defts hand and Seal Dated Janry the Twenty sixth Anno Dom 1719 for 20. as sd Bond to be in Court produced more fully Appeares — The non Payment of which is to the Damage &c The Pltfs by there Attorney Mr Relation Miller appeared in Court But the Deft being three times Called made Default of Appearance Wherefore Considered by the Court that the Pltfs shall Recover ag. the Deft the Sum of Fifteen pound Nine Shillings and three Pence Debt And Costs of Court Taxed at Two pound Nine Shillings — Execution Issued Court Aug. 27th 1727

Thrall vs Allin

William Thrall of Windsor in the County of Hartford in the Colony of Connecticut Shopkeeper Plaintiff versus Danl Adams of Suffield in the County of Hampsh. Yeoman Defend. In a Plea of Debt for that the Deft denyth to Pay to the Pltff the just Sum of Ten pounds Current money of New England Due by one bond Undr the Deft hand & Seal Dated the 17th day of May 1725 As sd Bond to be in Court produced more fully sets forth the Deft being three times Called appeared not Wherefore Considered by the Court that he be non suited and that the Deft Recover ag. the Pltff Costs Taxed at one pound and Shillings Execution Issued Court May 13th 1728.

Thrall vs Adams

Beatha vs Old

John Bedotha of Springfield in the County of Hampsh. Husbandman Plaintiff Versus Jonathan Old of Springfield aforesd. Husbandman Defend. In a Plea of the Case for that the Deft. Doth Owe to the Pltff. the Sum of Three pound Eleven Shillings the same being justly Due from the Deft. to the Pltff. as Due to the parties annexed appeares the non Payment of which is to the Damage of the Pltff. the Pltff. appeard in Court. But the Deft. being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff. shall Recover ag. the Deft. the Sum of three pounds Eleven Shillings Debt and Cost of Court Taxed at two pound one Shilling. After all which the Deft. Appeard in Court — — — — — and Appeald from the Judgmt. of this Court to the next Super. Court of Judicature to be Holden at Springfield within and for the County of Hampsh. Aforesd. on the fourth Tuesday of Sept. next the Appellant as Principle John Huggens and Gideon Pratt of Springfield aforesd. as Sureties in the Appellants Behalfe Appeard in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of fifteen pounds to be levied and Indeavoured to the Appelee. In Case the Appell. failes of Prosecuting his appeal with Effect and of Abiding and Performing the Order of Sd. Court thereon and of Paying and Satisfeying all Intervening Damages Occasioned to the Appellee by his being Delayd with Additional Cost In Case the Judgmt. be Affirmed

Bartlet vs Williams

John Bartlet late of Suffield in the County of Hampsh. New Gooper Plaintiff Versus Amos Williams of New work in the County of Essex in East New Jersey Gentl. Defend. In a Plea of Review of a Judgmt. Given ag. him at his Majesties Inferior Court of Common Pleas Holden at Northampton within and for the County of Hampsh. aforesaid on the first Tuesday of December Last Past Whereand Where the Pl. John Bartlet was Pltff. and the Pl. Amos Williams Defend. In a Plea of the Case Whereupon the Pltff. Saith that the Deft. Doth Owe to him the Sum of fifteen pounds thirteen Shillings and six Pence New Jersey money which the Pltff. in fact Saith is worth thirty pounds New England money, all which is justly Due from the Deft. to the Pltff. for Sundries the Deft. had and Rec. of the Pltff. at New work aforesaid at the Current Price in New Jersey money as p. Acct. on the Pltffs Book appeares the non Payment of which is to the Damage of the Pl. John Bartlet by he saith the Sum of fourty pounds with other Due Damages. At which Court Judgmt. was Rendered for the Deft. to Recover ag. the Pltff. Cost of Court Viz. the Sum of two pounds which Pl. Judgmt. the Pltff. saith is wrong and Erroneous and ought to be Reversed and that he is thereby Damnified the Sum of fifty pounds, as by the Record and Process of the Sd. Court Now in Court Ready to be produced more fully appeares for the Reversing of which Judgmt. and the Recovering back the Sd. Sum of two pounds and also for the Recovery of the Sum of thirty pounds from the Deft. with his just Cost and Damages the Pltff. brings this action the non Payment of which is to the Damage of the Sd. John Bartlet by he saith the Sum of Sixty pounds with other Due Damages. The Pltff. Now appeard in Court and the Deft. by his Attorney Mr. John Huggins appeard in Court also. The Deft. Says that there is no Error of Judgmt. In this action after a full Hearing and all things touching the Case being fully Discussed it was Committed to the Jury who were sworne according to Law to try the same Returned their Verdict they find for the Pltff. Reversal of the former Judgmt. and the Sum of fifteen pound twelve Shillings and six Pence New Jersey money and Cost of Court. It is therefore Considered by the Court that the former Judgmt. be and Hereby is Reversed and that the Pltff. shall Recover ag. the Deft. the Sd. Sum of two pounds for Cost aforesd. and the Sum of fifteen pound twelve Shillings and six Pence New Jersey money and Cost of Court Taxed at Eight pound Nine Shillings and Nine Pence

Belknap vs Davis

Jeremiah Belknap of Boston in County of Suffolk Grover Plaintiff Versus Jonathan Davis of Brookfield in County of Hampsh. Husbandman Defendant. In a Plea of the Case for that the Deft. Doth Owe to the Pltff. the full Sum of five pounds fourteen Shillings the same being justly due from the Deft. to the Pltff. by the acct. annexed to the writ well more fully appear Which

J.

Said Sum the Deft Hath Hitherto Refused and Denyed to Pay to the Pltff the
non Payment of Which is to the Damage of the Pl. Jeremiah Belknap as he saith the
sum of Fifteen pounds with other Due Damages — The pltff by his Atty Mr Christop. Belknap
Lamb Law appeard in Court — But the Deft being three Times called made vs
Default of Appearance — It is therefore Considered by the Court that the pltff Davis
shall Recover ag.t the Deft the Sum of five pound fourteen shillings money Damage
and Costs of Court Taxed at three pounds two shillings and six pence
Execution Issued out Aug.t 8th 1727

Ezekiel Kellogg of Hadley in the County aforesd Yeoman Plantiff versus David Ingersole
of Springfield aforesaid Yeoman Defendant in a Plea of the Case for that the Pl. Ingersole Was the
Defend. Donee to Pay unto the pltff Thirty Barrels of good and Merchantable Tarr at the
Landing Place at Hartford at or Before the Last day of Aug. in ye year 1725. Due by
a Note in writing Und.r the Deft.s hand Bearing date Aug.t the Sixth 1725. for the Kellogg
Recovering of Tarr and the Damage the pltff has sustained by the Deft.s not Deliv- vs
-ering of Tarr according to Pl. Note the pltff Brings this Action Which is to the Ing.sole
Damage of the Pl. Ezekiel Kellogg as he saith the Sum of Thirty five pounds with
other Due Damages — The pltff appeared in Court — But the Defend.t
being three times called made Default of Appearance — It is therefore Considered by
the Court that the pltff shall Recover ag.t the Deft the Pl. Thirty Barrels of Tarr and
Nine pounds Damage And Cost of Suit as ye Bill Taxed all Two pound Thirteen
shillings — After all which the Deft by his Attorney Mr. John Huggins
appeared in Court and appealed from the Judgm.t of this Court to the Next Superiour
Court of Judicature to be Holden at Springfield within and for the County of Hampshire
aforesd on the fourth Tuesday of Octobr Next the Pl. Huggins Attorney and Principle
Jonathan Old and John Ivans both of Springfield aforesd as Sureties for the Appel-
-lants Behalfe appeard in Court and Acknowledged themselves to be Jointly and
Severally Indebted to the Appellee in the sum of Sixty pounds to be Well and
truly Paid to the Appellee Unless the Appellant Calls of Prosecuting his
Appeal with Effect and of Abiding and Performing the Judgm.t of Court thereon and of
Paying and Satisfying all Intervening Damages occasioned to the Appellee by his
Being Delayd with Additional Costs in Case the Judgm.t be Affirmed

Aaph Leavitt of the Town of Suffield Inh. County of Hampsh House Carpenter Leavit
Plantiff Versus John Old of Suffield aforesaid Brick Layer Defendant in a Plea of vs
Debt as ye writt Dated the 28th day of April 1727 at Large set forth Old
The pltff being called three Times Appeard Not in Court to Prosecute this Action
It is therefore Considered by the Court that the pltff be Nonsuited and that the Deft shall
Recover ag.t the pltff Cost Taxed at Nineteen Shillings —

Robert Old of Brimfield in the County of Hampsh. Inholder Plantiff Versus Old
Mark Ferrey of Brimfield aforesd Yeoman Defendant in a Plea of the Case vs
whereupon the pltff Saith that the Defendant Unjustly into his Possession a Certain Ferrey
Gun of the pltffs of about four foot Barrell and French Musquet Boar alias Old
Bastard Boar — with a good Stock and Lock and Rigging and doth Unjustly
Detain the same from the pltff Although the pltff hath Demanded the same
which Gun is of Ten pounds Value and of Right belongeth to and is the Estate
of the pltff And yet the Deft Denyth to Deliver the Gun to the pltff or to Pay him
for the same Which is to the Damage of the Pl. Robt Old as he saith the sum
of Nine pounds with other Due Damages — The pltff by his Attorney Mr
John Huggins appeared in Court — But the Deft being three time called
made Default of Appearance — It is therefore Considered by the Court that
the pltff shall Recover ag.t the Deft the sum of Ten pounds money Damage
and Cost of Court Taxed at three pounds Nineteen Shillings and six pence
Execution Issued out June 8th 1727

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Sikes vs Barber

Nathan Sikes of Springfield in the County of Hampshire Jun. Trader Plantiff Versus John Barber of Springfield aforesd. Weaver otherwise Called Ferryman Defendt. Mad Plea of Accompte Render & hereupon the Pltff Says that the Deft. Rec. of the Pltff on the 25 of June 1722. Fourty Shillings in Part for four or five Barrels of Turpentine wh. sd. Barrels the Deft. Obliged himself to Deliver Unto the Pltff by the twenty first day of Septem.r 1722. as p One Note in writing Und.r the Deft. hand the sd. 25 of June Appeares, And yet the Defend.t Denieth to Deliver the sd. Barrels of Turpentine to the Pltff, and Denyth to Pay the sd. Fourty Shillings or to Render him an Acc.t in that matter Which is to the Damage &c. The Pltff appeared in Court But the Deft. being three times Called made Default of Appearance

It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of fifty one Shillings money Damage and Cost of Court taxed at one pound Eighteen Shillings Execution Issued out July 17.th 1727

Sikes vs Bedortha

Natha. Sikes of Springfield in the County of Hamp.shr. Jun. Trader Plantiff Joseph Bedortha of Springfield aforesaid Sen.r Husbandman Defendant Mad Plea of Debt to the Sum of Seven Pounds Lawfull money of New England Due by Bond Und.r the Deft.s hand and Seal Dated the Seventh day of Febry 1719/20. as p the writt more at Large is Set forth The Pltff Appeared in Court But the Def.t being three times Called made Default of Appearance

Sikes vs Ashley

Natha Sikes of Springfield aforesaid Jun. Trader Plantiff Versus Ebenezer Ashley of Springfield aforesd. Cooper Defend.t Mad Plea of Debt to the Sum of Eight Pounds Currant Lawfull money of New England Due by One bond Under the Deft.s hand and Seal Dated the Thirteenth day of Febry. 1722/3. as p the writt more at Large is Set forth The Pltff Appeared in Court But the Deft. being Three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of five Pounds one Shilling and four Pence Debt and Cost of Court taxed One pound Eighteen Shillings Execution Issued out May 13.th 1728

Sikes vs Cowfoot

Natha Sikes of Springfield in the County of Hampshire Jun. Trader Plantiff Versus John Crowfoot of Springfield aforesd. Husbandman Deft. Mad Plea of the Case for the Deft. Neglects to Pay the Pltff the full Sum of Fourty Shillings Due by one Note Und.r the Deft.s hand Dated the first day of Octob.r 1722. as p the writt more Particularly is Set forth The Pltff Appeared in Court But the Deft. being Three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of two Pound Debt and Cost of Court taxed at one Pound Nineteen Shillings Execution Issued out July 17.th 1727

Ashley vs Sikes

John Ashley of West field in the County of Hamp.shr. Esq.r Plantiff Versus Nath. Sikes of Springfield in the County aforesd. Jun. Trader Deft. Mad Plea of the Case as p the writt Dated the 25.th day of April 1727. as large is Set forth The Pltff Appeard in Court and withdrew this action

Kilborne vs Easton

Sam. Kilborne of Springfield in the County of Hamp.shr. Yeoman Plantiff Versus Joseph Easton of Hartford in County of Hartford Now within the County of Hamp.shr. Tailor Defendant Mad Plea of the Case for the Deft. denyi

to

To Pay to the Pltff the full Sum of Three Pounds five Shillings in Bills of Cred.t Due by one Note Und.r the Deft.s hand Dated Nov.r 12.th 1726. as p the writt more Particularly is Set forth The Pltff Appeard in Court But the Deft being three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of Three pound five Shillings Debt And Costs of Court Taxed at two pound four Shillings and Six Pence

Execution Issued out Jan.y 3. 1727/8.

Kilborne vs Easton

James Stevenson late of Springfield in the County of Hamp.shr. now of Suffield in the Cnty. Wheelwright Having been Served with a writt of Scire facias to be before this Court to shew Cause Why John Lynchon of P. Springfield Esq. ought to have his Execution ag.t him the P. Stevenson for the Sum of Twenty two Pounds six Shillings Debt And one pound Eighteen Shillings Costs Recov.d ag.t P. Stevenson at the Inferio. Court at Springf. held by Adjournm.t on the fourth tuesday of Sept.r 1723. The P. Lynchon appeard in Court and the P. Stevenson appeard in Court also and Confessed the P. Debt and Cost to be Due to the P. Lynchon It is therefore Considered by the Court that Execution Issue out for the P. Debt and Cost and also that the P. Lynchon Recover ag.t P. Stevenson Cost of this Suit Taxed at one Pound Nine Shillings and Six Pence

Execution out July 18.th 1727

Lynchon vs Stevenson

Hanford Old of Westfield in the County of Hamp.shr. Husbandman being Served with a writt of Scire facias to be before this Court to shew Cause Why John Lynchon of Springfield in the County Esq.r ought not to have his Execution ag.t P. Old for the sum of Thirteen Pound three Shillings Debt and One pound Eight Shillings and three Pence Cost Recov.d ag.t P. Old at the Inferio. Court at Springfield on the last tuesday of Aug. 1725. The P. Lynchon now appeard in Court But the P. Old being three times Called made Default of Appearance It is therefore Considered by the Court that the P. John Lynchon have Execution ag.t the P. Old for P. Debt and Cost and that he shall Recover ag.t P. Old Cost of this Suit taxed at one pound Eight Shillings and Six Pence

Lynchon vs Old

John Barber of Springfield in the County of Hamp.shr. Having been Served with a writt of Scire facias to be Before this Court to shew Cause Wherefore John Lynchon of P. Springfield Esq.r ought not to have his Execution ag.t him for the Sum of Fourty Three pound Eighteen Shillings and four Pence Debt And the Sum of One pound fifteen Shillings and Six Pence Cost Recov.d ag.t P. Barber at the Inferio. Court holden at Springf. by Adjournm.t on the fourth tuesday of Septem.r 1723. The P. Lynchon now appearing in Court But P. Barber being three times Called Appeared not It is therefore Considered by the Court that the Said Lynchon have his Execution ag.t the P. Barber for the P. Debt and Cost And Also that he shall Recover Cost of this Suit Taxed at One pound Seven Shillings and two pence

Execution Issued out June 3. 1727

Lynchon vs Barber

John Lynchon of Springfield in the County of Hamp.shr. Esq.r Plantiff Versus John Barber of Springf. aforesaid Weaver Defendt In a Plea of Debt for that the Deft. Denies to Pay to the Pltff the full and just Sum of fifty Eight Pounds Current money of the province of the Massachusetts Bay Duly bond Obligatory and by the Deft.s hand and Seal Dated the 28.th day of Jann.y 1722/3. as p the writt at large is Set forth The Pltff Appeard in Court But the Deft being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of Twenty Nine Pound Nine Shillings and four pence Debt and Cost of Court Taxed at one Pound Eight Shillings and two pence

Execution Issued June 3. 1727.

Lynchon vs Barber

John Kilborne of Springfield in the County of Hamp.shr. Farmer Having been Served with a writt of Scire facias to be before this Court to shew Cause Wherefore John Lynchon of P. Springfield Esq.r ought not to have his Execution ag.t him for the Sum of Twenty Nine pound Thirteen Shillings and Ten pence Debt and one pound Thirteen Shillings Costs Recov.d ag.t P. Kilborne at the Infer. Court held at

Lynchon vs Kilborne

Pynchon vs Kilborne

It Springfield by adjournm.t on the fourth Tuesday of Septem.r 1723. The said Pynchon now appeared in Court But the D.d Kilborne being three times called appeared not It is therefore by the Court considered that Execution issue out for the D.d Debt and Cost and that the P.l Pynchon shall Recover ag.t D.d Kilborne Cost of this suit Taxed at One pound Eight Shillings and Eight pence

Pynchon vs Webb

Cornelius Webb of Springfield in the County of Hampsh.r Wheelwright having been Serv.d with a writt of Scire facias to be before this Court to shew Cause Wherefore John Pynchon of Springf.d aforesaid Esq.r ought not to have his Execution ag.t him for the Sum of fifty Pound Seven Shillings Debt and one pound Seventeen Shillings Cost Recov.d ag.t D.d Webb at the Inferior Court held at Springf.d by adjournment on the fourth Tuesday of Septem.r 1723. The D.d Pynchon now appeared in Court But the D.d Webb being three times called made Default of appearance It is therefore considered by the Court that the P.l Pynchon shall have Execution for D.d Debt and Cost ag.t D.d Webb and that he Recover Cost of this suit taxed at one Pound Nine Shillings and two pence Execution Issued out June 3 1727

Pynchon vs Seger

Joseph Seager of Sheffield in the County of Hampsh.r Chair Maker Having been Served with a writt of Scire facias to be before this Court to shew Cause Wherefore John Pynchon of Springfield in y.e County aforesaid Esq.r ought not to have his Execution ag.t him for the Sum of Six Pound Nine Shillings and three pence Debt and one Pound Nineteen Shillings Cost Recov.d ag.t D.d Seager at the Inferior Court holden at Springfield by adjournm.t on the fourth Tuesday of Septem.r 1723. The D.d Pynchon now appeared in Court But the D.d Seager being called three times appeared not It is therefore considered by the Court that the D.d John Pynchon have Execution ag.t D.d Seager for D.d Debt and Cost And that he shall Recover ag.t him also Cost of this Suit Taxed at One Pound Eleven Shillings and Eight pence Execution Issued out July 18.th 1727

Pynchon vs Cotton

John Pynchon of Springfield in the County of Hampsh.r Esq.r Plantiff Versus Benjamin Cotton of Enfield within y.e County of Hampsh.r husbandman Deff.t In a Plea of the Case for that the Deff.t Deny's to Pay to the Pltff the Sum of four Pound Eleven Shillings and six pence mutually owing and Due from the Deff.t to the Pltff as appeared by a note of Hand by him to the Damage &c The Pltff appeared in Court &c But the Deff.t being three times called made Default of appearance It is therefore considered by the Court that the Plantiff shall Recover ag.t the Deff.t the Sum of four Pound Eleven Shillings and six pence Debt And Cost of Court Taxed at One Pound Twelve Shillings and Eleven pence Execution Issued out July 21.st 1727

Pynchon vs Coley

John Pynchon of Springfield in the County of Hampsh.r Esq.r Plantiff Versus Dan.l Coley of Springfield aforesaid Yeoman Defendant In a Plea of Debt for that the Deff.t Denies to Pay to the Pltff the full and just Sum of Thirty Six Pound Current money of the Province of the Massachusetts Bay Due by one bond under the Deff.ts hand and Seal Dated the fifteenth day of Octo.r Last Past &c &c the with more at Large is set forth The Pltff and Deff.t Appeared in Court The Defend.t Confessed Judgm.t ag.t himself that the Pltff should Recover ag.t him the Sum of Eighteen Pound three Shillings and three pence Debt And one pound Eight Shillings for Costs

Sikes vs Ball

Nath.l Sikes of Springf.d in y.e County of Hampshire Jun.r Trader Plantiff Versus Benjamin Ball of Springfield aforesaid husbandman Defendant made Legal Debt to the Sum of Twenty Pound Current Lawfull money of New England Due by one bond obligatory Und.r y.e Deff.ts hand and Seal the first day of Janu.y 1725/26 as the with more at Large is set forth The Pltff appeared in Court But the Deff.t being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag.t the Deff.t the Sum of fifteen pounds three Shillings and Ten pence Debt and Cost of Court Taxed at one pound Seventeen Shillings and six pence Execution Issued out May 13.th 1728

Nathan Sikes of Springfield aforesd. husbandman Plaintiff Versus Ebenezer Scott of Brimfield in the County aforesd. Husbandman Defendt. In a Plea of Debt to the Sum of fifteen pounds Lawfull money of New England justly Due from the Deft. to the pltff by one bond in writing obligatory Under the Deft. hand and Seal the Thirteenth day of February Anno Dom. 1719/20. as the Bond Appeares which the Deft Neglects to pay to the pltff the non payment of which is to the Damage of the pltff Nath. Sikes as he saith the Sum of Thirty Pounds with other Due Damages

Sikes vs Scott

The pltff appeared in Court but the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover ag. the Deft the Sum of Ten Pound Thirteen Shillings and five pence being the just Sum due on the pd Bond and Cost of Suit as Bill Taxed at One pound eighteen Shillings After all which the Deft appeared in Court by his Attorney Mr Christopher Jacob Lawton and appealed from the Judgment of this Court to the next Superior Court of Judicature to be hold at Springfield within and for the County of Hampsh. on the fourth tuesday of September Next the pd Lawton Attorney as Principle & Abraham Adams of Westfield in County aforesd and Henry Wolcott of Springfield aforesd as Sureties in the appellants behalfe appeared in Court and acknowledged themselves to be Jointly and Severally indebted to the appellee in the Sum of twenty five pounds to be well and truely paid to the appellee In case the appellant failes of Prosecuting his Appeal with Effect and of Abiding and Performing the order of pd Court thereon and of paying and satisfying all Intervening Damages occasioned to the appellee by his being Delayd with additional Cost In case the Judgmt. be Affirmed

Natha. Sikes of Springfield in the County of Hampsh. husbandman Plaintiff Versus Benjamin Knowlton of Springfield aforesd. Husbandman Defendt. In a Plea of Debt to the Sum of Ten Pounds Current Lawfull money of New England Due by one bond obligatory Und. the Deft. hand and Seal Dated the Sixteenth day of May 1721. as the writt more at Large set forth

Sikes vs Knowlton

the pltff appeared in Court but the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the pltff shall Recover ag. the Deft the Sum of Eight pounds one Shilling Debt and Cost of Court Taxed at One pound Eighteen Shillings

Execution Issued out May 13th 1728

William Pynchon the Elder of the Town of Springfield in the County of Hampsh. Gentleman Plaintiff Versus Robert Old of the Town of Brimfield in the County of Hampsh. Husbandman Defendt. In a Plea of the Case that he the pd Defendt. Should hold to him the agreemt. between them made &c and Whereof the pd Wm. Says that when by a certain agreemt. between them made in the Town of Springfield in the County aforesd the Thirteenth day of July in the 5th year of his Majesties Reigne George King &c Anno Dom. 1719. Between the said William Pynchon on the first Part and the pd Robt. Old on the second Part Who have Interchangably Subscribed and Sealed the pd agreemt the day and year above said Whereupon the pltff Saith that the Deft had and did Receive all the Rye that there Lay Reaped on a certain piece of Land called the farm orchard with all the Apples on the Trees and the Grass and feeding on the said land and all the Produce thereof except the Wheat which was then Growing on the pd Land Whereas the pltff at the pd time agreed with the Deft. that the pltff was to have, which pd Rye Grass and feeding the Deft was to have on the Consideration that he the pd Deft should Deliver unto the pltff twenty two Barrels of Tarr well filled Good and Merchantable & Delivered at the Common landing Place in pd Springfield in one Month after the Date thereof &c And of the pd twenty two Barrels of Tarr were then Delivered then they was to be his the pd Deft. otherwise they was to Remain to the Use pltff

Pynchon vs Old

he

he Paying Reasonable Cost to the Deft. for his Labour about securing ye Rye and the ye Deft was not to transport the Same within a Month and further then to Ensign John Killam and Ensign James Chirick as ye Agreement to being Court Produced will more fully appeare Now the Pltff in fact saith that the said Deft had from off the Land aforesd the Rye Apples Seed and Every other Matter and thing in the sd Contract or articles of Agreemt. Expressed and the Same Converted to his own Use yet Notwithstanding the Deft to Pay to the Pltff the sd Twenty two Barrels of Tarr at the Month Lnd, or to Redeliver the Rye and to not make Use of and Possess those other matters and things in sd Agreement Expressed But in fact all of them to the sd Deft had Possessed & Injoyed yet Notwithstanding the sd Deft said to Pay Unto the Pltff the sd Twenty two Barrels of Tarr and from that day Unto this Always that Neglect & Denyed & Refused to Pay the Same Wherefore action Accrues to the Pltff to have and Recover the sd Twenty two Barrels of Tarr aforesd the non Paymt. of Which that that Month Lnd is to the Damage of the Pltff (as he saith) the Sum of fourty Pounds with other Due Damages. The Pltff and Deft. Appeared in Court & the Deft. offered unto Clear in Barr of this action Which are on file Which the Court Judge Insufficient The Deft. Saving the Clear in Barr Pleaded that the Instrumt. Called Articles of Agreemt. Produced by the Pltff Doth not oblige the Deft. to Pay or Deliver to the Pltff the Twenty two Barrels of Tarr sued for and of this Puts himself on the Country. In this action after a full Hearing of both Parties and all things Touching the Cause being fully Discussed it was Committed to the Jury (Who were Sworne according to Law to try the same) Return their verdict that they find for the Pltff the Twenty two Barrels of Tarr sued for and Cost of Court. It is therefore Considered by the Court that the Pltff Shall Recover ag. the Deft the sd Twenty two Barrels of good and Merchantable Tarr and Cost of Court Taxed at Two pound thirteen shillings & Six Pence

Pynchon vs Old

William Pynchon the Elder of the Town of Springfield Hmp. County of Hamp. Ghtn. Plantiff Versus Robert Old of Brimfield in ye County of Hamp. Defendt. In a Plea of the Case for that the Deft. Denyes Neglects and Refuses to Pay to the Pltff the Sum of fifty two pounds Seventeen shillings and one Penny the Same being justly Due from the Deft. to the Pltff on Ballance of Acct. as ye Acct. annexed to the writt Appeares the Non Paymt. of Which is to the Damage of the sd Wm Pynchon (as he saith) the Sum of one Hundred and fifty pounds with other Due Damages. The Pltff and Deft. Appeared in Court the Deft. Pleads hereto not Guilty Modo forma. In this action after a full Hearing of both Parties and all things Touching the Cause being fully Discussed it was Committed to the Jury (Who were Sworne according to Law to try the same) Return their verdict that they find for the Pltff fifty two pounds fourteen Shillings and Ten pence & and Cost of Court. It is therefore by the Court Considered that the Pltff Shall Recover ag. the Deft the Sum of fifty two pounds fourteen shillings and Ten pence & money Damage and Cost of Court Taxed at Two pound thirteen shillings and Six pence

Pynchon vs Old

John Pynchon of Springfield in the County of Hamp. Esq. Plantiff Versus Isaac Kibbee of Enfield in the County aforesd Stuffman Defendant In a Plea of the Case for that the Deft Denies to Pay to the Pltff the Sum of Seven pound twelve shillings and three pence as justly Due from the Deft. to the Pltff as ye Acct. annexed to the writt appeares the Non Paymt. of Which is to the Damage of the sd John Pynchon as he saith the Sum of Eight pounds with other Due Damages. The Pltff appeared in Court but the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Pltff Shall Recover ag. the Deft the Sum of Seven pound twelve shillings & threepence 3/4 Debt And Cost of Court Taxed at thirty shillings & 10d.

Pynchon vs Kibbee

Execution Served out June 3. 1727.

John Pynchon of Springfield in the County of Hampsh. Esq. Plantiff Versus William Bement of Sunfield in the County aforesd. Husbandman Defend.t in a Plea of Debt for that the Deft. Deny's to Pay to the Pltff the full and just Sum of Twenty five Pounds Current money of the Province of the Massachusetts Bay Due by one bond obligatory Und.r the Deft.s hand and Seal Dated the Nineteenth day of Febru.y 1725 as by the writt on file Appears — The Pltff Appeared in Court But the Deft. being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of Thirteen Pound four Shillings and ten Pence Debt, And Cost of Court Taxed at one Pound Eleven Shillings and two Pence

Execution Issued out June 3. 1727

(Pynchon vs Bement)

John Pynchon of Springfield in the County of Hampshire Esq. Plantiff Versus Jared Huxley of Suffield in the County of Hampshire Husbandman Defend.t in a Plea of Debt for that the Deft. Denies to Pay to the Pltff the full and just Sum of Sixty two Pounds Current money of the Province of the Massachusetts Bay Due by one bond obligatory Und.r the Deft.s hand and Seal Dated the third day of March Last Past as by the writt more at Large is set forth — The Pltff Appeared in Court — But the Deft. being three Times called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of Thirty one Pound Seven Shillings Debt and Cost of Court Taxed at one Pound Eleven Shillings and two Pence

Execution Issued out July 3. 1727

(Pynchon vs Huxley)

John Pynchon of Springfield in the County of Hampsh. Esq. Plantiff Versus Nath.l Hall of Suffield in ye County Gentleman Defendant in a Plea of the Case for that the Deft. Denies to Pay to the Pltff the Sum of three Pounds justly Due from the Deft. to the Pltff as Appears by the writt annexed appears the Non Paym.t of which is to the damage of the Pltff John Pynchon as he saith the Sum of Ten Pounds with other Due Damages — The Pltff Appeared in Court But the Deft being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the Sum of three Pounds Debt And Cost of Court Taxed at one Pound Twelve Shillings and two Pence

Execution Issued out Sept.r 20.th 1727

(Pynchon vs Hall)

William Scott of Springfield in the County of Hampsh. Weaver Having Commenced an Action ag.t John Eley the Second of Springfield Husbandman but Discontinuing the same, It is Considered by the Court that the Pltff Eley shall Recover ag.t Scott Cost Taxed at one Pound Ten Shillings and six Pence

Execution June 8.th 1727 — Issued out

(Eley vs Scott)

Anno Regni Georgij Magnæ Brittanniæ &c Decimo Tertio

At a Court of General Sessions of the Peace Holden at Springfield within and for the County of Hampsh. on the Third Tuesday of May being the Sixteenth day Anno Domini 1724

Present
Sam.l Partridge
John Hoddard
Joseph Parsons
John Pynchon
Henry Dwight
John Ashley
Joseph Jennings
} Esq.rs Justices of the Court

Grand Jurors
Isaac Hubbard foreman, Eliakim Cooley, Joseph Leonard, Joseph Parsons, Hope Root (App.d not) Jonathan Strong, Roger Clap, Jonathan Morton, Jeremiah Wait, Nath.l White, Joseph Smith (App.d not) Judah Wright, Wm. Randall, Ichabod Smith (App.d not) John Marshall, Joseph Ayres Sen.r (App.d not) Nath.l Bancraft, Mark Noble, Capt. Benj.a Wright (App.d not)

Upon opening the Votes for the choice of a Treasurer for the County of Hampshire for the year Ensuing, It Appeared Upon Sorting the Same that Mr. Joseph Hawley of Northampton was chosen by a Majority of Votes, Pursuant whereunto Henry Dwight Esq.r was appointed to Administer an oath to the s.d Hawley for the faithful Discharge of s.d Trust

Hawley

John Humble the first and Jacob Adams Junr. are Licensed by this Court to Keep the Ferry at Suffield Across Connecticutt River against or near the s.d Humbles House for the ensuing year, the fare to be a man and horse 6.d the Single Person 2.d and Proportionably for other things. And the s.d Humble and Adams appeared before this Court and acknowledged themselves Indebted to our Soveraigne Lord the King in the Sum of Ten pounds to be Levyd on their goods and Chattles Lands and Tenements for the use of s.d Lord the King in Case they shall fail of Keeping a good ferry at the Place afore s.d During the term of one year Ensuing

Humble
Austin
Berry

Thomas Ingersole of Springfield being Presented by the Grand jury for Selling strong Drink without Licence, the s.d Ingersole appeared in Court and Pleaded the s.d Presentment ought to be Quashed by Reason that he has sufficient Authority to Sell Drink without Licence being Keeper of his Majesties Goal in the County of Hampsh.d. It is Considered by the Court that the s.d Presentment be Quashed and the s.d Ingersole Discharged therefrom

Ingersole

At an Inferiour Court of Common Pleas Held on at Springfield within and for the County of Hampshire on the Last Tuesday of Aug.t being the Twenty ninth day of the Dom. 1727.

Present
Sam.l Partridge
John Hodd and
John Ashley
Henry Dwight
} Esq.rs Justices of the Court

The Jury of Tryalls Returnd and Sworn are
John Austin Jun.r Thomas Stebbins James Mirick
Rob.t Harris Ebenezer Clarke Sam.l Barnard John
Booth Joseph Taylor Wm Styres Mathew Noble
Dan.l Dickenson Sam.l Taylor
John Austin off in Nath.l Austins Place & Sam.l Copley
and Thos. Ingersole Jun.r Sat on in his Room and for the
James Mirick of in Eb. Hitchcocks Place & Rob.t Old and Thos. Ingersole Sat on in his Room
Dan.l Bagg Sat of Hookers Place & Austin and John Austin Jun.r Sat of, and Ebenezer Kellogg Sat on and is sworne

William Cooley of Springfield aforesd. Husbandman Plantiff Versus John Cooley Shoemaker and Dan.l Cooley both of the Town of Springfield aforesd and Defts. Indt. Plea of the Case Whereupon the Plantiff Complaines and Saith that he was Possessed of two Hoggs of about a year old Lack, of the Price of five Pounds a Peice (viz) White Hoggs the one Had a Black Spot on his Butlocks Thigh and Being thereof so Possessed the Sd William Lost those Hoggs out of his hand and Possession which Sd Hoggs afterwards they to say Sometime in the Month of July Last Past Anno. Dom 1727. in the 13th. of our Sd Lord the King &c by finding came into the Hands and Possession of the Sd John and Dan.l And the Sd John and Dan.l - - - - - Knowing the Hoggs aforesd to be the Proper Hoggs of the Pltff and to him of Right to belong and Appertain &c But Devising and fraudulently Intending him the Sd William to Deceive in that Case altho. the Sd John and Dan.l have often been Requested to Deliver the Hoggs to the Pltff. Yet Notwithstanding them the Sd Hoggs they Converted and Disposed to their own Use (viz) Sometime in the Month of July aforesd the doing of which is to the Damage of the Sd Wm Cooley as he saith the Sum of twenty Pounds with other Due Damages The Pltff and Defts appeard in Court The Defts to this Plead they are not Guilty in manner and form as set forth in the writt and of this put themselves on the Country In this action the Evidences being Produced in Court and Read and the Pleas on both Sides being heard and all things touching the Same being fully Discussed it was Committed to the Jury John Austin being foreman) who Return'd their verdict upon oath that they find for the Defts Cost of Court It is therefore Considered by the Court that the Defts shall Recover ag.st the Pltff Cost of Suit and Bill taxed at two pound eight shillings and Execution

Cooley v. Cooley

The Pltff appeales from the Judgm.t of this Court to the next Superiour Court of Recicapture to be Holden at Springfield within and for the County of Hampshire on the Fourth tuesday of Septem.r Next The Appellant as Principle Thomas Elliott of Springfield aforesd and Benj.a Cooley of Brimfield in the County aforesd as Sureties in the Appellants Behalf Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellees in the Sum of Fifteen pounds to be well and Truly Paid to the appellees In Case the appellant Faile of Prosecuting his appeal with Effect and of Abideing and Performing the Order of the Court thereon and of paying and Satisfieing all Intervening Damages occasion'd to the Appellees by his being Delay'd with additional Costs In Case the Judgm.t be Affirmed

Tilley Mirick Jun.r of Brookfield in the County of Hampshire - - - Trader Plantiff Versus Nathan.l Wood Jun.r of Brookfield aforesd Husbandman Defend.t In a Plea of Debt for not Paying to the Pltff the Sum of Twenty pounds lawfull money of New England Due by one bond Obligatory under the Defts hand and Seal Dated the Sixteenth day of Septem.r 1726 as the writt more at Large in Setth. The Pltff appeard in Court But the Def.t being three times Called made Default of Appearance &c

Mirick v. Wood

It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Fifty pounds eleven shillings and Six pence Debt and Cost of Court Taxed at five pound four shillings and four pence Execution Issued Out Sept.r 7th 1727

Ayres vs Wright

John Ayres late of Brookfield in the County of Hampsh.r Blacksmith Plantiff Versus Cyprian Wright of Rutland in the County of Middlesex Yeoman Defendant In a Plea of the Case &c. the writt dated the 26th day of June 1727 at Large is set forth The Pltff (by his Attorney Wm. Ayres) and the Deft (by his Attorney Moses Hood) appeared in Court The Deft. Pleads the writt ought to abate by Reason of an Incongruity between the writt and Sumons It is therefore Considered by the Court that the writt shall abate and that the Deft shall Recover ag.t the pltff Cost of Court

Hitchcock vs Old

Ebenezer Hitchcock of Springfield Husbandman Plantiff Versus Robert Old of Springfield aforesd Cordwainer Defendant In a Plea of the Case Whereupon the pltff Saith that the Deft sometime in March Last Past bought of the pltff a certain Bay Horse being a Stallion of about three yeares old and of Thirty pounds Value and Promised to give the pltff Thirty pounds in money for s.d Horse Which s.d Horse was not then Delivered to the Deft And after the s.d Purchase and Promise &c (viz) sometime in March aforesaid the Deft Did take and Receive s.d Horse all Which appeares by Evidence and yet the Deft Neglects and Refuseth to Pay s.d Money to the pltff the non Payment of Which is to the Damage of the pltff Ebenezer Hitchcock (as he saith) the sum of Forty pounds with other Due Damages The pltff and the Deft by his Attorney (Mr Jacob Lawson) appeared in Court The Deft to Issue Pleads that he is not Culpable in manner and form as set forth In this Action the Evidences being produced in Court and Read and the Pleas on both sides being heard and all things touching the same being fully Debated it was Committed to the Jury (John Austin being foreman) who Returned there verdict upon oath that they find for the plantiff Thirty pounds and Cost of Court It is therefore Considered by the Court that the pltff shall Recover ag.t the Deft Thirty pounds and Cost of Court as p Bill Taxed at Four pound four shillings The Deft appeales from the Judgm.t of this Court to the next Sup.r Court of Judicature to be Held at Springfield within and for the County of Hampsh.r aforesaid on the fourth Tuesday of Septem.r Next The appellant as Principle Thomas Wells of Deerfield in the County aforesaid Cordwainer and Stephen Kellogg of Westfield in s.d County aforesaid as Sureties in the Appellants Behalfe Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the sum of Sixty pounds to be well and truly Paid to the appellee In Case the Appellant fails of Prosecuting his Appeal with Effect and of Abidiing and Performing the Order of s.d Court thereon and of Paying and Satisfying all Intervening Damages Occasioned to the Appellee by his being Delayed with additional Cost In Case the Judgm.t be Affirmed

Austin vs Copley

Nathan. Austin of Suffield in the County aforesd Physitian Plantiff Versus Sam.l Copley of Suffield aforesaid Husbandman Def.t In a Plea upon the Case that he Render to the pltff the Sixth Part of the Saw Mill standing in the Town of Suffield Upon a Brook Commonly Called and Known by the Name of Stony Brook at or near a Certain Place Called the Stone Pitt a little Westward where s.d Brook and Maddy Brook meet together Which Hath Partners in it besides the Def.t John Kent Gent.n Nath.l Hamblin & Sam.l Collier Executors of Huxley &c Did Act on the Estate of John Huxley Decea.d and Mathew Copley Husbandman and William Huxley Husbandman John Adams Husbandman all of the Town of Suffield in the s.d County of Hampsh.r the one Quarter Part of Which s.d Mill was Heretofore the Estate of Thomas Copley of s.d Townsend County Decea.d of Which he Dyed Seized &c and Josiah Wolcott Esq.r of Salem &c Recovered a Judgm.t ag.t the Estate of Thomas Copley aforesaid Decea.d at an Inferiour Court Held for and within the County of Hampsh.r aforesd by Adjournm.t on the first Tuesday of Decem.r to the Second Tuesday of s.d Month In the Year of our Lord Christ Anno Dom 1716 for Certain Damages as by the s.d Judgm.t to be in Court produced may more fully appear and an Execution for the s.d Debt and Cost was Served and Levyd on the s.d Sixth Part of the s.d Saw Mill with all the Appurtenances thereunto belonging &c

(1742) On the Seventh day of April in the Year of our Lord Christ 1717 as by the Return thereof may appear more Particularly do And the P. Woodcott Did by his Deed bearing date Novemb. the Tenth Anno. Dom. 1719. Did Convey the P. Sixth Part of the P. Mill to the Plff and gave the Plff possession thereof as by the P. Deed Produced will more fully appear by place of which the Plff Claimes the P. Sixth Part thereof with the Appurtenances thereunto Appertaining to be his absolute Estate in fee whereof the Deft him the Plff Deforceth and by wrong Withholdeth the Plff from the possession of the P. Sixth Part of ye Mill with the Appurtenances thereunto Appertaining Wherupon the Plff and that of P. Sixth Part of the P. Mill with the Appurtenances thereunto Appertaining mor about the Month of March and April in the Year of our Lord Christ 1718. he was well Seized of ye Mill as of his Demesne as of fee Fee and peto or about the beginning of the Summer in Anno. Dom. 1721 the Deft. therunto Entered and put out the Plff thereof and thereby Unjustly and without Judgmt. Dissei the Plff and still him Unjustly Deforceth and Holdeth the Plff out therefrom with a Force and Armes as Honrd. Court may more fully appear Wherefore the Plff sings this Suit and Demands of the Deft. the Surrender and Peaceable Possession of Sixth Part of the P. Saw Mill with the Appurtenances thereunto belonging & the Withholding and Unjust detaining of which is to the damage of the P. Nathan. Austin (as he saith) the Sum of Fifty Pounds with other Due Damages

Austin vs Copley

The Plff and Defendt. appeared in Court — the Deft. Reads in abatement of the writ that it want the form which the Law strictly Injoins (Viz) those words with ye Doings therein) being Omitted which the Court judge Insufficient to abate the same — saving the Plea in abatemt. the Defendt. Plead for himself & brethren they have a good Right to hold P. Sixth Part of the Mill and Appurtenances, and the Plff Rejoynd. saith that the Deft. hath not a good Right to P. Sixth Part of the said Mill in the Declaration set forth and of this Puts himself upon the Country —

In this action the Evidences being produced in Court and read and the Plea on both sides being heard and all things touching the same being fully Discussed it was Committed to the Jury (James Mirick being foreman) who Returnd there Verdict upon oath that they find for the Plff the P. Sixth Part of the Mill Sued for and Costs of Court — It is therefore Considered by the Court that the Plff shall Recover against the Deft. the P. Sixth Part of the Mill Sued for and Costs of Suit as by Bill taxed at three pound Sixteen Shillings and six Pence — The Deft. Appealed from the Judgmt. of this Court to the next Sup. Court of Judicature to be holden at Springfield within and for the County of Hampsh. on the fourth Tuesday of Sept. Next and the Appellant as Principle and Sam. Keep of Springfield aforesaid and Abraham Adams of Suffield aforesaid as Sureties in the Appellants Behalf Appeared in Court and Acknowledged themselves to be Jointly and Severally Obliged to the Appellee in the sum of Fifty Pounds to be well and truly paid to the Appellee in case the Appellant fails of Prosecuting his Appeal with Effect and of Abiding and Performing the order of the Court thereon and of Paying and satisfying all Intervening Damages occasioned to the Appellee by his being Delayed with additional Costs in case the Judgmt. be Affirmed

Jeremiah Ingram of Stoningtown in the Colony of Connecticut Cooper Plantiff Versus John Lewis of Windsor in the County of Hartford and Colony of Connecticut Husbandman Defendant in a Plea of Debt as by the writ dated the 30th of July last appeares the Plff App. in Court and withdrew this Action

Ingram vs Lewis

John Devotion late of Suffield in the County of Hampsh. Shopkeeper Plantiff Versus Nath. Copley Shipwright and John Burbank Jun. Cooper Defts. Suff. Defts. in a Plea of the Case as by writ Dated Aug. 10th 1727. at large on file appears

Devotion vs Burbank & Copley

The Plff and Defendants appeared in Court — The Defts. Read the writ ought to abate by Reason that the Service thereof is not Legall

It is therefore considered by the Court that the writt shall abate & find that the Deft shall Recover ag. the Pltff Cost of Suit taxed at three pound Eight shilling

Hebbin vs Hebbin

Benjamin Hebbin of the Town of Springfield in said County of Hampshire Lawyer Plantiff Versus Tamar Hebbin formerly of Northampton now living at a certain Place about nine miles from Hadley on the Road towards Boston in the County of Hampshire Husbandman Defendt. in a plea of the case for that the Defendt. Bound to Pay the Pltff the just sum of four pounds Ten shillings Sterling by one Note under the Defts. hand Dated the 24th day of June 1726 as by the writt more particularly is set forth — The Pltff appeared in Court — But the Deft. being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the sum of four pounds Ten shillings Debt And Cost of Court taxed at two pound five shillings —

Ferry vs Wooldot

Ebenezer Ferry of Longfield in the County of Hampshire Husbandman Plantiff Versus Thomas Wooldot of Hollandine County of Hartford in the Colony of Connecticutt Husbandman Defendt. in a plea of the case as by the writt Dated the 13th day of July 1727. Appeares — The Pltff appeared in Court and withdrew this Action —

Harris vs Knowlton

Robert Harris of Springfield in the County of Hampshire Coopper Plantiff Versus Benjamin Knowlton of Springfield aforesaid Husbandman Defendt. in a plea of Trespass and Ejectment for that the Defendt. Knowlton Denies to Deliver to the Pltff Robt Harris Possession of one Messuage or tract of land situate lying and being in Springfield aforesaid Containing by Estimation five Acres more or less with the House and Barn now standing thereon Butted and Bounded on the Great River Commonly Called Connecticutt River West, on the land of Henry Burt South, East on a Highway North on the Land of Obadiah Gorley with the Priviledges and Appurtenances thereunto belonging as fully & freely to the said Robt Harris by one Deed of Mortgage Duly Executed under the Hand and Seale of the Defendt Benjn Knowlton bearing Date the third day of Decem Anno Dom 1726. Conditioned Paying to the said Robt Harris the full and just sum of Ten pounds Six Shillings of money at or before the fifteenth day of January then Next Ensuing the date of Mortgage &c as by the writt more at large is set forth — The Pltff appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff Harris shall Recover ag. the Deft the said Knowlton the sum of Ten pound sixteen shillings and Eight Pence being the just sum due on said Mortgage to be paid within two Months from the date hereof or that he Recover possession of the said Land &c and Cost of Court taxed at one pound twelve shillings and that Execution be accordingly awarded for the same —

Sikes vs Debuke

Nathan Sikes of Springfield in said County of Hampshire Yeoman Plantiff Versus Thomas Debuke of Boston in said County of Suffolk Butcher Defendt. in a plea of Debt that he Render to the Pltff the sum of Thirty one pounds Eleven shillings and Six pence money Due by a Bill under the Defts hand Dated the 15th day of March 1727 as by the writt in file more at large set forth — The Pltff appeared in Court But the Deft being three times called made Default of Appearance —

Ct

It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the sum of Seventeen pounds Seventeen shillings and six pence Debt and the Costs of suit Taxed at three pound Seven shillings / Execution ffiredout Sept.r 4.th 1727.

Jeremiah Allcacham of Enfield in the County of Hampsh. Husbandman Plantiff Versus Sam.l Terry of Enfield aforesd. Husbandman and Sam.l Terry of Barrington in ye County of Bristol Clerk Defend.ts or Either of them Deft. Mad Plaq of Debt for that the Deft. do Each of them deny to Pay to the Pltff the sum of fifty Pounds in good Bills of Cred. justly Due from the Deft.s to the Pltff by one bond in writing Obligatory Duly Executed under the Deft.s hands and Seales Jointly and Severally bound Dated the 27.th day of February 1718/19. as ye Bond appeares the non Paym.t of which is to the Damage &c The Pltff appeard in Court But the Defend.ts (viz) Sam.l Terry of Enfield being only Taken by the writt, being three times Called made Default of Appearance

It is therefore Considered by the Court that the Plantiff shall Recover ag.t the said Sam.l Terry of Enfield the Deft. the sum of Debt and Costs of suit Taxed at Two pound Nineteen shillings and Two pence

Allcacham vs Terry

Thomas Lamb late of Springfield aforesd. Cooper Plantiff Versus Edward Broughton of Lancaster in ye County of Middlesex Trader Deft. Mad Plaq of the Case for that the Deft. tho' often thereto Requested Neglects and Refuses to Pay to the Pltff the sum of five pounds Eight shillings and six pence justly Due and owing from the Deft. to the Pltff as by Acct. to the writt of Attachm.t Annexed more Particularly Appeares the non Paym.t of which is to the Damage of the Pltff Thomas Lamb as he saith the sum of Nine pounds with other Due Damages The Pltff and the Deft. by his attorney Mr. John Hugg and Appeard in Court The Deft. Plead he is not Guilty in manner and form, and of this he puts himself on ye Country and the Pltff likewise In this Action the Evidences being Produced in Court and Read and the Plea on both sides being Heard and all things being the same being fully Dispatched it was Committed to the Jury John Austin being foreman) who Returnd there Verdict upon oath that they find for the Pltff five pounds Eleven shillings and Costs of Court It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the sum of five pound Eleven shillings Debt and Costs of Suit as by Bill Taxed at four pounds fifteen shillings Execution ffiredout Sept.r 5.th 1727

Lamb vs Broughton

George Colton of Springfield in ye County of Hampsh. Gent. Plantiff Versus Nath.l Wilder of Lancaster in the County of Middlesex Husbandman Defend. Mad Plaq of the Case as by the writt Dated the 15.th day of June 1727. Appeares, the Pltff appeard in Court and withdrews this Action

Colton vs Wilder

Edward Martindale of Hatfield in the County of Hampsh. Coachier Plantiff Versus Ephraim Bartlet of Brookfield in the County of Hampsh. Cordwainer Deft. In a Plaq of Debt for that the Deft. denys to Pay unto the Pltff the sum of Seventeen pounds four shillings in Current money or Bills of Cred.t justly Due and owing by the Pltff by a bond Obligatory under the Deft. hand and Seal bearing date April 17.th 1727 as by the sd Bond in Court Produced will appear, which is to the Damage &c The Pltff appeard in Court But the Deft. being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft. the sum of Eight pound fifteen shillings and nine pence Debt and Costs of Court Taxed at three pound Twelve shillings and six pence Execution ffiredout Sept.r 26.th 1727

Martindale vs Bartlet

Swan vs Sheldon

George Swan of Deerfield in the County of Hampshire Yeoman Plaintiff Versus Joseph Sheldon of Deerfield alias Houghtonnick in ye County aforesd Yeoman Deft In a Plea of Debt of Ten Pounds in money Due by one bond in writting Und. the Defts hand and Seal bearing date Feby 24th 1726/7 as ye writt in Debt at Large is set forth The Plaintiff by his Attorney Capt Jno. Dwight appeared in Court But the Defendt being three times called made Default of appearance It is therefore by the Court considered that the Plaintiff shall Recover ag. the Deft the Sum of five Pounds three Shillings and five Pence Debt and Cost of Court taxed at three pound five shillings

Execution Issued out Jany 10. 1727/28

Lease vs Terry

Isaac Lease of Enfield in ye County of Hampshire Husbandman Plaintiff Versus Samuel Terry of Enfield aforesd Gentl. Deft In a Plea of the Case as ye writt Dated the 10th day of Aug. 1727 more fully appears The Plaintiff and Deft appeared in Court The Deft offered under a Plea in abatement of the writt at Large on the Back side thereof It is considered by the Court that the writt shall abate and that the Deft Recover ag. the Plaintiff Cost of Court taxed at one pound five shillings

Adams vs Winchell

John Adams of Sufield in the County of Hampshire Yeoman Plaintiff Versus David Winchell of Suffield aforesd Yeoman Deft In a Plea of the Case that the Deft neglects to pay to the Plaintiff the sum of five Pounds Current money Due from the Deft to the Plaintiff by one note in writing Und. the Defts hand the Tenth day of Aug. 1721 as ye writt is fully set forth The Plaintiff appeared in Court But the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover ag. the Deft the sum of five Pounds Debt and Cost of Court taxed at three pounds five shillings and six Pence

Execution Issued out July 31st 1728

Colton vs Kellogg

Benjamin Colton of Springfield in ye County of Hampshire Husbandman Plaintiff Versus Stephen Kellogg of Westfield in ye County Trader Defendt In a Plea of the Case as ye writt Dated the 14th day of Aug. 1727 at Large is set forth The Plaintiff appeared in Court and withdrew his Action

Colton vs Stebbins

Benjamin Colton of Springfield in the County of Hampshire Husbandman Plaintiff Versus John Stebbins of Springfield aforesd Husbandman Defend. In a Plea of the Case in that the Deft Denys to pay to the Plaintiff the sum of fourteen pounds in Bills of Credit justly Due from the Deft to the Plaintiff as ye Acct to the writt annexed and Evidence in Court to be produced more fully appears the non Payment of which is to the Damage &c The Plaintiff appeared in Court But the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover ag. the Deft the sum of fourteen pounds Debt and Cost of Court taxed at Two Pound five shillings and four Pence

Execution Issued out Sept. 5th 1727

Owen vs Ingersoll

Isaac Owen of the Town of Simsbury in ye County of Hartford in ye Colony of Connecticutt Husbandman Plaintiff Versus John Ingersoll of Suffield in the County of Hampshire Black smith Deft In a Plea of Debt for that the Deft denys to pay to the Plaintiff the full sum of thirty pounds Current Lawfull money of New England Due by one bond obligatory Und. the Defts hand and Seal dated 29 Day of Apr. 1726 as ye writt at Large is set forth The Plaintiff appeared in Court But the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover ag. the Deft the sum of fifteen pounds eighteen shillings Debt and Cost of Court taxed at two Pounds ten shillings

Isaac Owen of the Town of Simsbury in the County of Hartford in the Colony of Connecticut Husbandman Plantiff Versus John Warner Junr of the Town of Suffield in the County of Hampshire Yeoman Defendant In a Plea of Debt for the Pltff at the Defts Request the Sum of Twenty Pounds Currant money New England Due by the Bond Obligatory Und. the Defts hand and Seal Dated the 10th day of May 1726 as the Writt more at Large is set forth — The Pltff appeared in Court But the Defendt being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Ten pound Six shillings and Eight Pence Debt And Cost of Court Taxed at Two pound Ten Shillings Execution Issued out May 11th 1728 (Owen vs Warner)

John Huggins of Springfield in the County of Hampshire Gentleman Plantiff Versus Ebenr Fuller of Brimfield in the County of Hampshire Husbandman Defendant In a Plea of the Case for that the Deft Denies to Pay to Pay to the Pltff the just and just Sum of fifty two pounds and Ten shillings in money or Bills of Credit Publick on the Province of the Massachusetts Bay with Lawfull Interest for the same Due by a Note Und. the Defts hand Dated the twenty third Day of March 1725/6 as the writt more at Large is set forth — The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the Sum of fifty seven pounds three shillings and Eight Pence Debt and Cost of Court Taxed at Two pound Two shillings Execution Issued out Sept. 7th 1727. (Huggins vs Fuller)

Jedadiah Watson of Windsor in the County of Hartford Husbandman Plantiff Versus Benjamin Parsons of Springfield in the County of Hampsh. Husbandman Tanner Deft In a Plea of Debt to the Sum of Thirty Eight pounds Currant money due by one obligatory Bond Und. the Defts hand and Seal Dated the 24th day of May Anno Dom. 1726 as the writt more at Large is set forth — The Pltff by his attorey Mr John Huggins appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Eight pound thirteen shillings and Sixpence Debt and Cost of Court Taxed at Two pound thirteen shillings Execution Issued out Oct. 7th 1727. (Watson vs Parsons)

Sam. Colton of Springfield in the County of Hampsh. Yeoman Plantiff Versus Joseph Scale of Enfield in the County aforesd Yeoman Defendant In a Plea of the Case for that the Deft Refuseth to Pay to the Pltff the just Sum of five pounds fourteen shillings Due by one Note Und. the Defts hand Dated May the 11th Anno Dom. 1727 as the writt more at Large is set forth — The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the Sum of five pound fourteen shillings Debt and Cost of Court Taxed at Two pound one shilling Execution Issued out Oct. 3d 1727 (Colton vs Scale)

John Gillett of the Town of Weathersfield in the County of Hartford in the Colony of Connecticut Felt maker Plantiff Versus Hezekiah Noble of Westfield in the County of Hampsh. Felt maker Deft In a Plea of Debt for that the Defendt Denies to Pay to the Pltff the Sum of Twenty three pounds and fifteen shillings in good Currant money of New England Due by one Bond obligatory Und. the Defts hand and Seal Dated the 3d day of June Anno Dom. 1727 as the writt more at Large is set forth — The Pltff by his attorey Mr Timothy Dwight appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover ag. the Deft the Sum of Eleven pounds twelve shillings Debt and Cost of Court Taxed at Three pound one shilling Execution Issued out Oct. 3. 1727. (Gillet vs Noble)

William Thrall Shopkeeper and Sarah Thrall Gentlewoman both of the Town of Windsor in the County of Hartford and Colony of Connecticut Guardians to Timothy Thrall a Minor Plantiffs Versus Nathan Hamblin of Suff. in the County of Hampsh. Husbandman Defendant In a Plea of Trespass and Ejectment as the writt Dated the 14th day of Aug. 1727 at large appears the Pltffs appeared in Court And this action Carried forward to the Adjourned Court in Sept. Next (Thrall vs Hamblin)

Dan. Lease of Enfield in the County of Hampsh. Husbandman being sewed with Writ of
Seire facias for Debt (if any he have) Therefore William Thrall of Windsor in the
Small Colony of Connecticut Shopkeeper ought not to have his Execution ag.st Dan. Lease for the sum
vs of Nine Pound Eight Shillings and Twenty Pence Debt and Nine Pound Seventeen Shillings
Lease Cost, as Three Recov. ag.st Dan. Lease at an Inf. Court Held at Northampton by
Adjournment on the first Wednesday of January 1725/26. — The Thrall now appears
but the Lease being three times called made Default of his appearance. It is therefore
Considered by the Court that the Pltf. Thrall shall have his Execution ag.st the Def. Lease for the
Debt and Cost and that he shall Recover ag.st Lease 8/ of the Court fees Dall. two
pound Nine Shillings and Nine Pence and that Execution be accordingly awarded for the same

Execution Issued Out Octo.r 27th 1727

William Thrall of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper
Plantiff Versus Henry Woolcott late of Windsor now of Springfield — In the County
of Hampsh. Weaver Defendt. In a Plea of the Case for that the Def.t Deny to Pay to the
Pltf. the sum of One Hundred and Ten pounds Current money of New England or Thirty
Small Barrels of Red. of the Province of the Massachusetts Bay on Demand being for value Rec. and
vs also Lawful Interest from time to time till it is Paid Due on a Note that the Def.t hand Dated
Woolcott the 11th day of March 1726/27. as by the writt more at Large is set forth
The Pltf. appeared in Court but the Def.t being three times called made Default of
Appearance. It is therefore Considered by the Court that the Pltf. shall Recover
ag.st the Def.t the sum of One Hundred and Thirteen pounds Three Shillings and
Four Pence Debt and Cost of Court taxed at two pound Ten Shillings and Six Pence

Execution Issued Out Octo.r 27th 1727

William Thrall of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper
Small Plantiff Versus Nath.l Collins of Enfield in County of Hampsh. Gentleman Def.t In
Claim a Plea of the Case, as the writt Dated the ninth day of Aug.st 1727 at Large is set
forth. It is Considered by the Court that this Action be Continued to the next Inferior
Court of Common Pleas to be Held at Northampton within and for the County of Hampsh.
on the 1st Tuesday of December next — by Reason that the Def.t is now attending
on the General Assembly now sitting, as a Representative for the Town of Enfield

Samuel Terry of Springfield in the County of Hampshire Husbandman Plantiff Versus
Terry Thomas Merrick of Brookfield in County of Hampsh. Gentleman Def.t In a Plea of the
vs Case for that the Def.t Hath Gotten into his Custody a certain Red Cow and Calf
Black of the Pltf. Cow Containing about five or six years old and formerly belonging to Ephraim
Dickinson of Springfield aforesaid the Calf is a Steer Calf of a Red Colour of about five
or six months old and Name of the Cow Cow, Both which Calf & Cow the Def.t
Unjustly Keeps and Detains Although by the Pltf. Request and Demand he the same
to the Pltf. Where as the Pltf. Brings this action for the Cow and Calf or the Value
thereof being six Pounds which Unjust Keeping and Detaining and Refusal to Pay the
sum of Six Pounds for the Damages of the Pltf. Contrary to Law
Hath) the sum of Nine Pounds with other Due Damages. The Pltf. and Def.t
appeared in Court. The Def.t Pleads not Guilty in Manner and Form
In this Action after a full Hearing of Both Parties and all things touching the
Case being duly Considered it was Committed to the Jury who were Sworne to try the
Case) Return their verdict that they find for the Def.t Costs of Court
It is therefore Considered by the Court that the Def.t Recover of the Pltf. Costs of
Court

Samuel Cell of the Town of Enfield in the County of Hampsh. Husbandman and Rebecah
Cillet his wife formerly Rebecah Bancroft Labourer Plantiffs Versus John Holcomb late of the
vs Town of Springfield in the County Husbandman and Sarah his wife as they are
While Executors in their own wrong and do Adm.r on the Estate of John Barber late of
Springfield Husbandman Deceas.d In a Plea of the Case as by the writt Dated

the

The 13th day of May 1727. at large is set forth, the Pltfs appeared in Court and withdrew their action. It is therefore considered by the Court that the Defendants shall Recover ag.t the Pltfs Costs of Court taxed at Three pound fourteen shillings.

Joseph Trumble Esq.r of the town of Boston in the County of Middlesex Attorney to Ebenezer Kettell Yeoman Plaintiff Vs. Nathan Hall of Sufield in the County of Hampshire Cordwainer Defendant In a Plea of Debt for Leaving and not paying to the Pltff the sum of Thirty one Pounds in lawful money of the Province of the Massachusetts Bay Due by one bond in writing Obligatory under the Defendants hand and seal Dat. the 18th day of March 1727 in the usual accustomed large is set forth. The Pltff by his Attorney (Mr. Jacob Lawton) appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore considered by the Court that the Pltff shall Recover ag.t the Deft the sum of Eighteen Pounds Fourteen shillings Debt and Costs of Court taxed at three pounds. Execution Filed out Octob.r 23. 1727

Joseph Lumry of the town of Sufield in the County of Hampshire Husbandman Entry Vs. Jacob Austin of Sufield aforesaid Labourer Defend.t In a Plea of the Case for detaining Refusing and not paying to the Pltff the sum of Ten pounds for Shelling Corn delivered from the Deft to the Pltff by his certain Bill in writing and his Bill duly protested Jany the second Day Anno Dom. One Thousand seven hundred and twenty six as at our Court may more particularly appear Wherefore the sum of £10. 10 with Costs of Suit to be Debtor at the Day of Entry Damages laid to the Damage of the said Joseph Lumry as he saith the sum of Twenty Pounds with other Due Damages. The Pltff by his Attorney (Mr. Jonathan Hastings) appeared in Court and the Deft by his Attorney (Mr. Jonathan Hastings) appeared in Court. The Deft Pleads the will of right to abate Plaintiff it doth not name what Ag.t the Court is Holden In Which the Court Judge Insufficient to abate the same. Having the same abated the Deft to plead not guilty. In this action the Evidence being produced in Court and the Cause on the side being heard and all things touching the same being fully Discussed Have committed to the Jury John Hughes Foreman who returned their verdict upon oath that they find for the Pltff Ten pounds in Shelling in Corn and Costs of Court. It is therefore considered by the Court that the Pltff shall Recover ag.t the Deft the sum of Ten pounds Ten shillings in Corn being the sum due on the Note and Costs of Court taxed at Three pounds. The Deft by his Attorney John Huggins Esq.r appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of April next and the Deft Huggins Attorney (viz. an Principle) Bond Security for prosecuting the said appeal and Debt Damages and Costs of Appeal as Executed in the Appellants behalf. Appeared in Court and acknowledged themselves to be Jointly and severally indebted to the Appellee in the sum of Thirty Pounds to be well and truly paid to the Appellee in case the Appellant fails of prosecuting his Appeal with effect and of doing and performing the Order of Court thereon and of paying and satisfying all Intervening damages occasioned to the Appellee by his Appeal Being with Costs in Case the Judgment be confirmed.

Daniel Michel late of Sufield in the County of Hampshire Husbandman Entry Vs. John Adams of Sufield aforesaid Husbandman and the said Deft In a Plea of the Case as at the will the third day of Aug 1727 at large is set forth. The Pltff and Deft appeared in Court. The Pltff withdrew that action. It is therefore considered by the Court that the Deft shall Recover ag.t the Pltff Costs of Court taxed at Two pound one shilling and 6d. Execution July 31. 1728. Filed out

Winchel vs Copley

David Winchell of Suffield in ye County of Hampshire Husbandman Plantiff Versus Ebenezer Copley of ye said Husbandman Defendt. in a Plea of the Debt by the writt Dated the 14th day of Aug. Anno 1727 as more is set forth. The Plaintiff appeared in Court and withdrew this action.

Easton vs Smith

Joseph Easton of Hartford in the County of Hartford in ye Colony of Connecticut Tailor Plantiff Versus William Smith of Springfield in the County of Hampshire Husbandman Defendt. in a Plea of Debt as by the writt Dated the 20th of July 1727 at large is set forth. The Plaintiff appeared in Court and withdrew this action.

Lewis vs Hatfield

Edmund Lewis of Hartford in the County of Hartford and Colony of Connecticut Plantiff Versus John Hatfield in the County of Hampshire Husbandman Defendt. in a Plea of Debt as by the writt Dated the 1st day of Aug. 1727 at large is set forth. The Plaintiff by his Atty John Lewis appeared in Court and withdrew this action.

Smith by Norton adm.

Saml Smith the third of the Town of Suffield in the County of Hampshire Husbandman Plantiff Versus Abraham Adams late of Benjamin Gillett and Prudence Norton Women Admr. Guardian & Executrix to the goods and chattels Rights and Credits of Mercy Norton late of Suffield Decea. Defendants. The Plaintiff not saying to the first the sum of two pounds nineteen shillings and six pence mostly Due and owing from the Defendts. Testator appeared by the Plaintiff by book at a Court held by Adjournment to the writt appeared the non Suit which is the Demand of the Plaintiff appeared in Court but the Defendts being three times called made Default of Appearance It is therefore considered by the Court that the Plaintiff shall Recover against the said Mercy Norton Dec. in the hands and Improvement of the Defendts. the sum of two pounds nineteen shillings and six pence Debt and Costs of Court taxed at two pounds eight shillings and six pence.

Kent by Palmer

John Kent of Suffield in the County of Hampshire Yeoman Plantiff Versus Saml Palmer of Suffield aforesd Yeoman Defendant in a Plea of Debt for that the Defendt Demands to pay to the Plaintiff the full and just sum of three Hundred Pounds Current lawfull money of New England Due by one bond Obligatory under the Defts Hand and Seal dated the Sixteenth day of March 1726/7 as by the writt more at Large is set forth. The Plaintiff appeared in Court but the Defendt being three times called made Default of Appearance It is therefore considered by the Court that the Plaintiff shall Recover against the Defendt the sum of One Hundred and fifty seven pounds seventeen shillings and six pence Debt and Costs of Court taxed at two pounds thirteen shillings and six pence.

Execution Issued Out Octo. 6th 1729

Old by Leavit

Jonathan Old of the Town of Suffield in the County of Hampshire Husbandman Plantiff Versus Joshua Leavitt of the Town of Suffield aforesd Gent. Defendt. in a Plea of the Case as by the writt Dated the Tenth day of Aug. 1727 at large is set forth. The Plaintiff and Defendt appeared in Court. The Defendt Pleads the writt ought to abate because it was not served by a Constable and not Directed to him. It is therefore considered by the Court that the writt shall abate and that the Defendt shall Recover against the Plaintiff Costs of Court taxed at One pound Nine shillings.

Colton vs Sikes

Joseph Colton of Springfield in the County of Hampshire Husbandman Plantiff Versus Nathan Sikes of Springfield aforesaid Trader Defendant in a Plea of the Case as by the writt Dated the 14th day of Aug. 1727 at large is set forth. The Plaintiff and Defendt appeared in Court. The Defendt Pleads the writt ought to abate by Reason that there is an Incongruity between the writt and summons. It is therefore considered by the Court that the Writt shall abate and that the Defendt shall Recover against the Plaintiff Costs of Court taxed at Nineteen shillings.

Execution Issued out July 31st 1728.

James Mackmezan of the Town of Windsor in the County of Hartford Shopkeeper Plantiff Versus Nathan Williams of Westfield in the County of Hampshire Husbandman Defendant In a Plea of the Case on the writt Dated the 24th day of July 1727 at Large is Set forth The Pltff and Deft appeared in Court The Deft Plead the writt ought to abate because there is an Incongruity between the writt and Summons It is Considered by the Court that the writt shall abate and that the Deft shall Recover ag.t Pltff Costs of Court (Mackmezan vs Williams)

Same Barnard of Hadley in the County of Hampshire Yeoman Plantiff Versus John Madley of Westfield in the County of Hampshire Husbandman Defendant In a Plea of the Case for that the Deft Ought to Pay unto the Pltff the Sum of one Hundred Sixty Seven Pounds Lawfull money with Lawfull Interest for the same Due on a Note under the Defts hand bearing date Decr 18th 1726 as the Said Note in Court produced will appear which is to the Damage &c The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Plantiff shall Recover ag.t the Deft the sum of One Hundred and Seventy Seven pounds Twelve shillings and four pence Debt And Costs of Court Taxed at Three pound Nine shillings (Barnard vs Madley)

Execution Issued out Septem.r 27th 1727

Joseph Barker of Springfield aforesaid Cooper Plantiff Versus Edward Smith of Sufield in the County of Hampshire Husbandman Defendant In a Plea of Debt to the sum of Six Pounds Current Lawfull money of New England Due from the Deft to the Pltff by one Bond in writing obligatory under the Defend.ts hand and Seal Twenty Eighth day of April Anno Dom. 1720 which Bond was originally made to James Barker late of Springfield aforesd Husbandman Decead and since to James Barker Decease (viz) on the 26th of March Anno Dom. 1722/23 by his Bond viz Benj Wright Gent.r and Sarah Barker Since Decead Signed over to the Pltff as the Bond with the Signm.t thereon appeares And yet the Deft Neglects to Pay the Same to the Pltff which is to the Damage of the Pltff Joseph Barker (as he saith) the Sum of Nine Pounds with other Due Damages The Pltff by his Attorney Mr John Huggins appeard in Court But the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Fourteen pound four shillings and one Penny Debt and Costs of Court Taxed at Two Pound two shillings (Barker vs Smith)

Execution Issued out Octo.r 3 1727

John Huggins of Springfield in the County of Hampshire Gentleman Plantiff Versus David Killam of Brimfield in the County of Hampshire Husbandman Defend.t In a Plea of the Case for that the Defend.t Doth Owe to Pay the Pltff the Sum of Three Pounds in money with Lawfull Use for the same from the Third day of March last Past Due from the Deft to the Pltff by one Note in writing under the Defts Hand Dated the aforesd third day of March as the note appeares which is to the Damage &c The Pltff appeared in Court But the Defend.t being three times called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover ag.t the Deft the sum of Two pound Eleven shillings Debt and Costs of Court Taxed at Two Pound four shillings (Huggins vs Killam)

Execution Issued out Octo.r 7th 1727

David Houghton of Windsor in the County of Hartford Tadler Plantiff Versus Ebenezer Terry of Enfield in the County of Hampshire Physitian Defendant In a Plea (of Debt (Houghton vs Terry)

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Stoughton vs Jerry

A Debt to the sum of Eight Pounds Ten shillings Current money of New England Due from the Deft to the Pltff by one bond in writing obligatory Und. the Deft hand and Seal Date the 29. day of June 1726. as p. the writt thereof Large is set forth. The Pltff by his Attorney Mr. John Hastings Appeared in Court. But the Defend being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the sum of Four Pound Eleven shillings Debt and Cost of Court Taxed at Two Pound fifteen shillings

Execution Issued Octo. 3. 1729

Ball vs Cooley

Jonathan Ball of Springfield in County of Hampshire Yeoman Plantiff Versus John Cooley of Springfield aforesaid Cobbler Defendant in a Plea of Debt to the sum of one Hundred and Twenty Pounds Good Current money of Bills of Publick Credit Due by one bond Obligatory Und. the Deft hand and Seal Date Janry the 28th Anno Dom. 1726/27. as p. the writt more particularly is set forth. The Pltff Appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the sum of Sixty Pounds Eighteen shillings Debt and Costs of Court Taxed at Two Pound ten shillings

Execution Issued Sept. 28th 1727

Thrall vs Simons

John Thrall of Windsor in the County of Hartford and Colony of Connecticutt Husbandman Plantiff Versus Samuel Simons of Enfield in the County of Hampshire Labourer Defendant in a Plea of Debt for that the Deft Denies to Pay to the Pltff the full sum of Fourty Pounds Current money of New England Due by one bond in writing obligatory well Executed Und. the Deft hand and Seal Date the 22. day of Feobry 1725/6 as p. Bond appears the Nonpayment of which is to the Damage &c. The Pltff Appeared in Court, But the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the sum of Fifteen Pounds four shillings and six pence Debt and Costs of Court Taxed at Two Pound ten shillings and two pence

Execution Issued Octo. 23 1727

Kellogg vs Heathergill

Stephen Kellogg of Westfield in County of Hampshire Drover Plantiff Versus Robert Heathergill of Boston in the County of Suffolk Butcher Defendant in a Plea of the Case for not paying to the Pltff the sum of Ten pounds money due to the Pltff from the Deft by Certain Bill of Credit Und. the Deft hand bearing date the 17th day of May 1726 to be produced in Court when the same will more plainly appear the non payment whereof is to the Damage &c. The Pltff in Court appeared. But the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the sum of Five Pounds Debt and Costs of Court ag. Taxed at Three pound Nine shillings

do vs do

Stephen Kellogg of Westfield in the County of Hampshire Drover Plantiff Versus Robert Heathergill of Boston in the County of Suffolk Butcher Defendant in a Plea of the Case for that the Deft the often Requests, Neglects and Refuses to pay to the Pltff the sum of Twenty two Pounds Seventeen shillings and six pence money Justly Due from the Deft to the Pltff to Balance Sundry Goods Sold and Delivered by the Pltff to the Deft as may particularly appear by the Deft accounts with the Pltff and other Evidence in Court produced, the non payment whereof is to the Damage &c. The Pltff appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover ag. the Deft the sum of Twenty two pound Seventeen shillings and six pence Debt and Cost of Court Taxed at Three pound Nine shillings

Execution Issued March 28th 1728

Caleb Bull of Hartford in the County of Hartford in the Colony of Connecticut Trader Plantiff Versus Ebenezer Devotion of Suffield in the County of Hampshire Clerk Defendant In a Plea of Debt for that the Deft. Neglects & Refuses to Pay to the Pltff. the Sum of One Hundred Pounds worth of Goods and Merchandizes Upon due Proof the Deft. by the Pltff. by one Bond Obligatory in writing Und. the Defts. own hand and Seal Dated the first day of November Anno Domi 1726 as the Bond in Court to be Produced may more fully at Large Appear the non Payment of which is to the damage of the Pltff. or his Attorney (Mr. Joseph Farnsworth) appeared in Court But the Deft. being three times Called made default of Appearance It is therefore Considered by the Court that the Pltff. have Recover of the Deft. the Sum of Five Pounds Eight Shillings and Six Pence Damages Merchantable Iron at Fifty Six Shillings & Three Pence per Cwt. Costs of Suit Taxed at Two Pound Fourteen Shillings

Bull vs Devotion

Sam. Barnard of Hartford in the County of Hartford in the Colony of Connecticut Inholder Plantiff Versus Benjamin Stebbins of Springfield in the County of Hampshire Tanner Defendant In a Plea of the Case for that the Deft. Denies to Pay the Pltff. the Sum of Two pounds Sixteen Shillings in money at Bills of Cred.t Due by one Note in writing und. the Defts. Hand Dated the 15th day of March 1726/7 as the writt more Particularly is set forth The Pltff. by his Attorney Mr. Joseph Farnsworth appeared in Court But the Deft. being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff. shall Recover of the Defendant the Sum of Two Pounds Sixteen Shillings Debt and Costs of Suit Taxed at Two Pound fourteen shillings Execution Issued out Octo. 3. 1727

Barnard vs Stebbins

Sam. Barnard of the Town of Hartford in the County of Hartford in the Colony of Connecticut Inholder Plantiff Versus Jeremiah Shepard of Springfield in the County of Hampshire Sadler Defendt. In a Plea of the case for that the Deft. Neglects & Refuses to Pay to the Pltff. the Sum of Three pounds Sixteen Shillings and Seven pence Due from the Deft. to the Pltff. as per Acct. to the writt annexed appears the non Payment of which is to the damage &c. The Pltff. by his Attorney Mr. Joseph Farnsworth appeared in Court But the Deft. being called three times made Default of Appearance It is therefore Considered by the Court that the Pltff. shall Recover ag.st the Deft. the Sum of Three pounds Sixteen Shillings and Eight Pence Debt and Costs of Court taxed at Two pound fourteen Shillings Execution Issued out Octo. 3. 1727.

Barnard vs Shepard

Dan.l Hooker of Weathersfield Doctor and Thomas Hooker of Hartford Yeoman Both of them in the Count.y of Hartford in Colony of Connecticut both they the Hookers as Executors to the last will and Testam.t of Thomas Hooker late of Hartford dec. Philitian Plantiffs Versus Nath.l Austin of Suffield in the County of Hamp: Shire Doctor and Husbandman Defend.t In a Plea of Debt for that the Deft. Neglect. or Refused to Pay to the Deceas.d in his life time the Sum of Twenty three Pounds and Eleven Shillings Lawfull money of the Colony aforesaid and Now Refuses to Pay the same to the Pltffs. in ye. Capacity aforesaid Due from Deft. to the Pltffs. in ye. aforesaid Capacity by one ogni Obligatory in writing und. the Defts. own hand and seal Dated the thirty first day of Octo.r Anno Domi 1707 as the Bond in Court to be Produced may more fully at large Appear the non Payment of which is to the damage of the Pltffs. Dan.l Hooker and Thomas Hooker in the afores.d Capacity as they say the Sum of Twenty three Pounds with other Damages. The Pltffs. by their Attorney Mr. Joseph Farnsworth and the Deft. by his Attorney Mr. Jacob Lawton appeared in Court The Deft. Pleads Payment to the Pltffs. Thomas Hooker Deceased for the Condition of the Bond set forth in the writt & adds thereto he Prays may be Enquired of ye. Country, In this action the Evidences

Hookers vs Austin

(being

Being produced & found and read and the Defendant being called upon
Hookers Vs Austin things touching the same being duly considered & committed to the Jury
Jabez Hinsdale being foreman) who retired & returned upon oath that they find
for the pltff the Penalty of the Bond paid & being found the principal land
Eleven shillings and 8d. damage & costs of suit & it is the opinion of this court
the pltffs shall recover against the Defendant the sum of twenty three pounds eleven shillings
being the sum due for costs of suit & bill taxed at three pounds five
shillings. The Defendant by his Attorney appeals from the judgment of
this court to the next superior court to be held at Litchfield within and
for the County of Hampshire on the fourth Monday of Sept. next. The Defendant
Nathan Gaylord & Nicodemus John Austin are appellants & John Williams &
Jeffrey Hunt are sureties in the appeal bond. The appellants
appeared in court and acknowledged themselves severally indebted
to the appellee in the sum of fourty pounds to be levied to the
appellees use if the appellant fails of prosecuting his appeal with effect
and of abiding and performing the order of court thereon and of saving
and keeping all intervening damages occasioned to the appellee by his being
delayed with additional costs in case the judgment be affirmed.

Austin Vs Peare

John Austin of Hartford in the County of Hartford Shopkeeper Plaintiff Versus John
Peare of Enfield in the County of Hampshire Husbandman Defendant In a plea of Debt
for that the Defendant owing to pay to the pltff the sum of fourty three pounds current
money of New England Due from the Defendant to the pltff by one bond in writing under the
Defendants hand and seal Dated the Thirteenth day of April 1726 as by the bond in court
will appear the non payment whereof is to the damage &c. The pltff by his attorney
Mr. Joseph Hanworth appeared in court. But the Defendant being three times
called made Default of appearance. It is therefore considered by the court that
the pltff shall recover against the Defendant the sum of Seventeen pounds Sixteen shillings
and one penny debt and costs taxed at two pounds fifteen shillings.

Execution Filed out Octo. 3d 1727

Austin Vs Meacham

John Austin of the town of Hartford in the County of Hartford in the Colony of Connecticut
Shopkeeper Plaintiff Versus Jehabed Meacham of Enfield in the County of Hampshire
Husbandman Defendant In a plea of Debt for that the Defendant ought to pay to the pltff
the full and whole sum of Eight pounds one shilling current money of New England
by one bond under the Defendants hand and seal Dated the 29. day of
April 1726 as by the said bond more at large appears. The pltff by his attorney
Mr. Joseph Hanworth appeared in court. But the Defendant being three times
called made Default of appearance. It is therefore considered by the court that
the pltff shall recover against the Defendant the sum of Nine pounds fifteen shillings
debt and costs of suit taxed at two pounds fifteen shillings.

Execution Filed out Octo. 3 1727

Rogers Vs Woolcott

Joseph Biggelow of the town of Hartford in the County of Hartford in the Colony
of Connecticut Yeoman Plaintiff Versus Henry Woolcott of the town of Springfield
within the County of Hampshire Husbandman Defendant In a plea of Debt for that the Defendant
owing to pay to the pltff the full and just sum of fourty pounds current money of the
Province of the Massachusetts Bay Due from the Defendant to the pltff by one bond
obligatory in writing under the Defendants own hand and seal Dated the third day of
October 1724 which bond manifestly was made payable to Joseph Dayton of the town
of Hartford in the County of Hartford in the Colony of Connecticut and order and now
become payable to the pltff upon demand from the said Dayton to the pltff the said
Payment of which is to the Damage of the said Joseph Biggelow as he saith
the sum of fourty pounds and other Due Damages. The pltff by his attorney
Mr. Joseph Hanworth and the Defendant appeared in court.

(The)

The Deft. pleads that he will ought to wage because it cannot be known by the writt and summons when the summons served to wage & signed. which the Court judge insufficient to wage the same — And the Deft. pleads to fine payment —

Hixon vs Cobbett

In this action the Plaintiff & Defendant produced in Court and Read in the Reasons & Pleadings being heard and all things being the same being fully Discussed It was Consid. to the Judg: John Cutler being Summoned to Return the Jury upon oath that they find for the pltff the forfeiture of the bond and for being paid sixty pounds with Costs of Court

It is therefore Considered by the Court that the pltff shall Recover against the Deft the sum of Eighteen pounds four shillings and six pence being the just sum due on the said bond and Costs of suit — The Deft appeals from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Monday of September next. The appellant and Benjamin Colegrove of Springfield yeoman and Benj. Colegrove of Springfield in the County of Hampshire as sureties in the appeal bond have appeared in Court and acknowledged themselves to be jointly and severally indebted to the appellee in the sum of thirty five pounds to be well and truly paid to the said appellee in case the said Deft. fail of prosecuting his appeal with effect and of abiding and performing the order of Court thereon and of paying and satisfying all intervening Damages occasioned to the appellee by his being delayed with execution. Still in case the judgment be affirmed

Chapin vs Crowfoot

Samll Chapin of Springfield in the County of Hampshire Husbandman Plaintiff Begins against John Crowfoot of Springfield aforesd. Husbandman Defendt. In a Plea of the Case for that the Deft. Doth owe to the pltff the sum of three pounds & three shillings in good & lawful Bills of Credit Due by one Note under the Deft. hand Dated the 16. of May 1727. as by the writt more fully is set forth — The pltff appeared in Court but the Deft being three times Called made Default of appearance

It is therefore Considered by the Court that the pltff shall Recover against the Deft the sum of three pound three shillings Debt and Costs of Court taxed at Two pound nine shillings — Execution Issued out Septemb. 28th 1727

Hirick vs Barnet

Tilley Hirick of Brookfield in the County of Hampshire Husbandman Plaintiff against Ephraim Barnet of Brookfield aforesd. Gentleman Defendt. In a Plea of the Case for that the Deft Denies to pay to the pltff the just and lawful sum of thirteen pounds two shillings and six pence with lawful interest for the same from the 14th day of July anno Dom. 1726. Due on a Note under the Deft hand bearing the Date as by the writt more fully is set forth — The pltff appeared in Court but the Deft being three times Called made Default of appearance. It is therefore Considered by the Court that the pltff shall Recover against the Deft the sum of thirteen pound Eighteen shillings and six pence Debt And Costs of Court taxed at Four pound Ten shillings and fourpence Execution Issued out Octob. 8. 1727

Nathan Sikes vs Dan. Hilliard

Nathan Sikes of Springfield in the County of Hampshire Shoemaker Plaintiff Begins against Daniel Hilliard of Springfield in the County of Hampshire Husbandman Defendt. In a Plea of the Case for that the Deft Denieth to pay the pltff the sum of Eight Pound twelve shillings and six pence Half penny Due from the Deft to the pltff as by a certain Note appears under the Deft hand to pay the same to the pltff whereof to the Damage of the pltff appeared in Court but the Defendt being three times called made Default of appearance

It is therefore Considered by the Court that the pltff shall Recover against the Deft the sum of four pound four shillings and four pence Debt and Costs of Court taxed at two pound six shillings / Execution Issued Date June 23. 1728

Wells / Stebbins — Thomas Wells of Deerfield in the County aforesaid Husbandman Plaintiff Versus Benjamin Stebbins of Springfield in the County of Hampshire aforesaid Yeoman Defendant Plea of the Case for Detaining the Plaintiff's Land by Virtue of a Deed Dated the Nineteenth day of August 1727 as Appears Set forth, the Plaintiff appeared in Court and withdrew this action

Ingersoll / Price — David Ingersoll of Springfield in the County of Hampshire Husbandman Plaintiff Versus Benjamin Price of Boston in the County of Suffolk Butcher Deft. Plea of the Case for that whereas Deft. made by a certain Note or writing Und. his hand bearing Date Aug. 4. 1727. Promised to pay Thomas Debuke or order the sum of five Pounds on Demand which said writing is Indorsed by the said Thomas Debuke to the Plaintiff whereby the sum of five Pounds is become payable to the Plaintiff which the Deft. is well knowing, notwithstanding the Request made by the Plaintiff to the Deft. Namely and Refuses to pay the same which is to the Damage of the Plaintiff appeared in Court — But the Deft. being three times called made Default of Appearance

It is therefore Considered by the Court that the Plaintiff shall Recover against the Deft. the said sum of five Pounds Debt and Costs out of the Estate of the said Deft. Execution Issued Sept. 6th 1727.

Ingersoll / Hitchcock — David Ingersoll of Springfield in the County of Hampshire Shopkeeper Plaintiff Versus Elisha Hitchcock of Springfield aforesaid Yeoman Deft. Plea of the Case as by the writ Dated the 14th day of July 1727. at large is set forth, the Plaintiff appeared in Court and withdrew the action

Astley / Victory — John Astley of Hatfield in the County of Hampshire Husbandman Plaintiff Versus Victory Allis of Hatfield in the County of Hampshire aforesaid Husbandman Defendant Plea of Debt for that the Deft. Denies to pay to the Plaintiff the sum of Three pounds Twelve and Farrant money of Rhode Island Due from the Deft. to the Plaintiff by one Bond Bearing Date the 18th day of April 1720 as by the said Bond Under the hand and Seal of the said Deft. produced in Court appears the Non payment whereof is to the Damage of the Plaintiff appeared in Court — But the Deft. being three times called made Default of Appearance

It is therefore Considered by the Court that the Plaintiff shall Recover against the Deft. the sum of Eight pounds twelve shillings and Nine pence Debt and Costs but Execution Twelve pounds Sixteen shillings and Nine pence

Ayres / Jerry — Benjamin Ayres of the Parish of Simsbury in the County of Hartford in the Colony of Connecticut Yeoman Plaintiff Versus Samuel Jerry of Springfield in the County of Hampshire aforesaid Gent. Deft. in a Plea of the Case that the Deft. Denies to pay to the Plaintiff the just and proper Lawful sum of five shillings and one Penny Lawful money of Rhode Island Due by one Bill under the Deft. hand and Seal Dated the 18th day of Febr. 1720 with Lawful Interest for the same from the Date of the said Bill which was repeatedly made known to the said Master Jerry and on his refusal to pay the said Debt the said writ more fully is set forth, the Plaintiff by his Attorney Mr. Zechariah Allis appeared in Court But the Deft. being three times called made Default of Appearance It is by the Court therefore Considered that the said Plaintiff shall Recover against the Deft. the sum of Fifteen Pence for Damages and one Penny Debt and Costs amounting in all to three Pounds three shillings — Execution Issued May 11th 1728

Fowler / Colton — Samuel Fowler Junr. of Springfield in the County of Hampshire Husbandman Plaintiff Versus Joseph Colton of Springfield in the County of Hampshire aforesaid Husbandman Defendant In a Plea of Debt for not paying the said the sum of One Hundred and thirty six Pounds Farrant money of the Province of the Massachusetts Bay

Due

Due by one bond obligatory Mr. the Defendants hand and Seal Dated the Tenth day of May 1724 as by the said more fully Doth appear — the pltff by his Attorney Mr. Parson appeared in Court — But the Defendant being three times called made Default of Appearance — It is therefore considered by the Court that the pltff shall Recover of the Defendant the sum of Twenty Pounds Seven Shillings and three Pence and Costs of Suit taxed at Twenty Eight Shillings and Six Pence, Execution Issued Decemb. 2nd 1727

Hartwell v. Colton

Henry Hartwell of Springfield Merchant Plaintiff in Error against Robert Old of the Town of Springfield aforesaid Defendant. Mr. Lee of the Counsel of the Defendant in Error thereunto requested the Court to Record the Plaintiff Sixty Gallons of good Merchantable Rhum at Hartford the Fifteenth day of May last Dated Decemb. 1727. The same being justly Due from the Defendant to the Plaintiff by the Defendant's Scrip in Writing under his hand well executed Dated Jamestown March the twenty fifth Anno Dom. 1727. Now the Plaintiff in said Action saith that Rhum on the fifteenth day of May last was worth at the Town of Hartford the sum of Seven Shillings & Pence p. Gallon and that now it is worth but five Shillings p. Gallon — Wherefore Action Accrues to the Plaintiff to have and Recover of the Defendant the full Quantity of Sixty Gallons of Rhum and Seven Pounds for Damage for the not Payment thereof, the Non Payment of which is to the Damage of the said Henry Hartwell to the sum of Forty Pounds with other Damages. The Plaintiff appeared in Court and the Defendant by his Attorney John Huggins appeared in Court. The Defendant offered Sundry Pleas in abatement of the Writ which are at large on the Brief side thereof. Which the Court judge insufficient to abate the same — Wherefore Plea in abatement made Defendant hath Said the Sixty Gallons of Rhum according to the Note — The Plaintiff in Replication saith that the Defendant not Paid the Rhum Demanded for in manner and form the Plaintiff ought to Recover as set forth and this he prays may be Inquired of by the Country — In this Action the Evidence being Produced in Court and Heard and the Plea on both Sides being Heard and all things touching the same being fully Digested it was committed to the Jury (James Kirkham Foreman) who — Return their Verdict Upon oath that they find for the Plaintiff Thirty one Gallons Two Quarts Half a Pint and half a Gill of Rhum Defd and three Pound three Shillings Damage and two Pound Nineteen Shillings for Costs of Suit as by Bill in file allowed off — The Defendant appeales from the Judgment of the Court to the next Sup. Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next, and the Appellant as Principal and Parsons Yeoman and David Ingersoll Yeoman both of Springfield aforesaid as Sureties in the Appellants Behalf appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the sum of Thirty Pounds to be levied on their Goods and Chattels to the Appellee in Case the Appellant fails of Prosecuting his Appeal with Effect and of Answering and Performing the Order of Court thereon and of Paying and satisfying all Intervening Damages occasioned to the Appellee or his Being Taken with additional Costs to Be Judgment be Assumed —

Hilborne v. Chapin

John Hilborne of Springfield in the County of Hampshire Husband and Thomas Chapin of Springfield aforesaid Husbandman Defendants — In a Plea of Trover and Conversion Whereupon the Plaintiff saith that the Defendants Hath

Kilborne vs Chapin

Hath Collected his Action against Jedediah Chapin of the Plantation of about Seven or Eight years old and taken up the same Horse under the Age of Six years and been branded on the Horse with the letters I.K. and of Seven Pounds Value and Hath been heretofore in the possession of the Plaintiff and now Detained and is the proper Plaintiff and Hath Bro. by the Plaintiff Demanded of the Defendant and he one appears and yet the Defendant Denies or to the Plaintiff or to Deliver the Horse Seven Pounds being the Value of the Horse But - Doth Convert the same to his own use Hath to the Damage of the Plaintiff and Defendant appeared in Court and Confessed Judgment in manner and form as hereinafter Whom he doth Purchase the Horse of the Plaintiff - In this action after a fair Hearing both Parties and all things touching - - - The Jury being duly Impanelled Have Committed to the Jury Which being Gone to Consider Return their Verdict that the Fine to the Defendant Court - It is therefore considered by the Court that the Defendant Recover of the Plaintiff Costs of Court taxed at Two Pounds Fifteen Shillings -

Kilborne vs Stiles

John Kilborne of Springfield in the County of Hampshire Husbandman Plaintiff against Thomas Stiles of Springfield aforesaid Hatter Defendant - In a Plea of Trespass and Contract on the Writ Dated Aug.t 14th 1727 at large set forth - The Plaintiff appeared in Court and with Dexterity Action - It is therefore considered by the Court that the Defendant shall Recover of the Plaintiff Costs of Court taxed at Two Pounds Fifteen Shillings -

Stebbins vs Colton

John Stebbins of Springfield in the County of Hampshire Husbandman Plaintiff against Joseph Colton of Springfield aforesaid Husbandman Defendant - In a Plea of Debt to the Sum of One Hundred and Forty Pounds Also One Hundred and Forty Pounds Lawful money of the Province of the Massachusetts Bay or Bills Credit Due from the Defendant to the Plaintiff by one Bond in writing Obligatory under Seal the Defendant has Dated the Date the Thirty the Day of March 1727 - At the Court Appeared and yet the Defendant Neglects to Perform the Plaintiff Demand & Appeared in Court But the Defendant being three times Called made default of Appearance - It is therefore considered by the Court that the Plaintiff shall Recover of the Defendant the Sum of Fifty Eight Pounds Eight Shillings and Costs of Debt and Costs of Court taxed at One Pound Sixteen Shillings - Execution Issued Sept. 8. 1727

Hall vs Hall

Noah Sinnery of Windsor in the County of Hartford Yeoman Plaintiff against Nathan Hall of Suffield in the County of Hampshire Defendant - In a Plea of the Case for Denying to Pay the Plaintiff the Sum of Seven Pounds in money, due by a Note under the Defendant's Hand Dated the 9th of Aug.t Instant at Sight and Plaintiff set forth - The Plaintiff by his Attorney Mr. John Hastings appeared in Court But the Defendant being three times called made default of Appearance - It is therefore considered by the Court that the Plaintiff shall Recover of the Defendant the Sum of Four Pounds and Costs of Court taxed at Two Pounds Fourteen Shillings - Execution Issued Sept. 3. 1727

Ashley vs Lemon

Joseph Ashley of Springfield in the County of Hampshire Yeoman Plaintiff against Thomas Lemon of Brookfield in the County of Worcester Defendant In a Plea of the Case Dated the 3rd day of Aug. 1727 at large set forth - The Plaintiff appeared in Court and Discontinued this Action -

Higgins vs Moran

John Higgins of Springfield aforesaid Yeoman Plaintiff against Benjamin Moran of Springfield aforesaid Husbandman Defendant In a Plea of Debt to the Sum of Ninety Pounds Current money of the Province of the Massachusetts Bay Due from the Defendant to the Plaintiff by one Bond in writing Obligatory under the Hand and Seal of the

the

the Deft and Cornelius Lagrill Christian Mr. jointly and Severally the 26 day of December Anno Domi 1724 By their Bill Obligatory the Deft and Defendt severally are jointly and severally indebted to the Pltff in the sum of Thirty pounds lawfull money made to John King of Springfield Yeoman under their hands and seals. The King assigned the Bill on the 26 day of April Anno Domi 1725 to the said Pltff. The said Pltff appeared in Court and the Defts not appearing and the said Pltff not bringing any Suit against the same to the said Pltff nor Damage of the said King to the damage of the Pltff John Huggins of Brookfield the sum of One Hundred pounds with other Due Damages. Then the said Pltff and Deft appeared in Court. The Deft Pleads the writ ought to abate because he saith the said Pltff hath not in his writ doth not specify Certainty to him. Which the Court judge sufficient to abate the same having the Defendt Costs of Suit Taxed Payment

In this action Pltff and Defendt joined issue. Court and Reason of Law and Evidence and all things concerning the same being fully Searched it was committed by the Jury John Austin Foreman and the Return thereof Verdict upon oath that they find for the said Pltff the Defendant Damages Ninety pounds and Costs of Court

It is therefore considered by the Court that the said Pltff shall Recover of the Deft the sum of Forty one Pounds Eighteen Shillings and six pence being the half Debt Due on the said Bond And Costs of Suit as by Bill taxed two pounds Sixteen shillings

The Deft appealed from the Judgment of this Court to the next superior Court to be held at Springfield within and for the County of Hampshire aforesaid on the fourth day of September last. The appellant in Principle Thomas Jacob Lawton and John Lawton of Springfield aforesd as Sureties in the appellants behalf appeared in Court and acknowledged themselves to be jointly and severally indebted to the appellee in the sum of Forty pounds to be levied on their Goods to the appellee in case the Appellant failed of prosecuting his appeal with effect and of abiding and performing the order of Court thereon and of paying and satisfying all such damages occasioned to the appellee by his said appeal with additional costs in case the Judgment be affirmed

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Ebenezer Burbank of Lyme in the County of Hampshire Cordwainer Plaintiff Versus Joshua Leavitt of Hatfield aforesd Yeoman Defendt In a Plea of Debt. upon the Writ Dated the 11th day of Aug. 1727 at large is set forth — The said and Deft appeared in Court the said writ in this action — It is therefore considered by the Court that the Deft shall Recover against the Plaintiff Costs of Court taxed at Nineteen shillings

Burbank ag Leavitt

John Merrick of Springfield in the County of Hampshire Plaintiff Versus David Chuck Lumbard of Brimfield in the County of Hampshire aforesd Defendt in a Plea of Debt, of the sum of Thirty two Pounds Thirteen shillings and four pence Lawful money Debt, on a bond Obligatory Dated the Defts hand and seal Dated the 17th day of 1725 as the said writ at large is set forth — The said Pltff appeared in Court But the Deft being three times Called made default of appearance

It is therefore considered by the Court that the said Pltff shall Recover against the Deft the sum of Eight Pounds two shillings and six pence Debt and Costs of Court taxed at Two pounds Eight shillings

Merrick ag Chuck Lumbard

John Merrick of Springfield in the County of Hampshire Plaintiff Versus John Barker of Springfield aforesd Cooper Defendt in a Plea of Debt to the sum of Twenty Eight Pounds of good and Current money of New England Debt, on a bond Obligatory Dated the Defts hand and seal Dated Nov. 17 1720.

Merrick ag Barker

Writ dated the Eleventh day of Aug. 1727 at large is set forth
the Plaintiff appeared in Court — but the Defendt being three times called made
Default of Appearance. It is therefore considered by the Court that the Plaff
shall Recover against the Defendt the sum of Twenty pound one shilling Debt and
Cost of Court taxed at two pound per shilling / Execution Issued out Nov. 17 1727/28

Minick vs Sawyer

John Minick of Amherst in the County of Hampshire Gent. Plaintiff Vers
Ebenezer Sawyer of Amherst in said County Husbandman Defendant made
Debt to the sum of Eight Pounds Current money of the Province of the Massachusetts
Bay in New England by his Bill dated on the Eighth day
of Aug. 1719 as the Writ at large is set forth — the Plaff appeared in Court
but the Defendt being three times called made Default of Appearance —
It is therefore considered by the Court that the Plaff shall Recover against the Defendt
the sum of Three pounds Debt and Costs of Court taxed at one pound one
shilling — Execution Issued Nov. 17 1727/28

Dickerson vs Hall

Eleadah Dickerson of Hartford in the County of Hartford in the Colony of
Connecticut Husbandman Plaintiff Vers Nathaniel Hall of Sufield in the
County of Hampshire Gent. Defendant made Debt as the Writ dated
the 9 of Aug. 1727 at large is set forth — the Plaff being three times called
appeared not to prosecute that action — It is therefore considered by the Court
that the Plaff be nonsuited and that the Defendt shall Recover against the Plaff
Costs of Court taxed at one pound three shillings

Rose vs Peafe

John Rose of Weathersfield in the County of Hartford yeoman Plaintiff Vers
Daniel Peafe of Sufield in the County of Hampshire yeoman Defendant made
Debt to the sum of three pounds in an Obligation under his
hand and seal as the Defendant under his hand dated the 20th day of Nov. 1724
as the Writ at large is set forth — the Plaff by his attorney Mr. John
Higgins appeared in Court — but the Defendt being three times called made
Default of Appearance — It is therefore considered by the Court that the
Plaintiff shall Recover against the Defendt the sum of Twelve pounds 10 shillings
Debt and Costs of Court taxed at three pounds — Execution Issued Oct. 3 1727.

Watson vs Jones

Mahalaleel Watson of Windsor in the County of Hartford Husbandman Plaintiff Vers
Ebenezer Jones of Sufield in the County of Hampshire Yeoman Defendant in a Plea
of the case for that the Defendt owes to said the Plaff the sum of Eight pounds
Lawful Money Current money of the Colony of Connecticut Lawful money
note in writing bearing date the Defendt signed the 22 day of March 1727 as the
writ more at large is set forth — the Plaff by his attorney John Higgins
appeared in Court but the Defendt being three times called made Default of
appearance — It is therefore considered by the Court that the Plaff shall Recover
against the Defendt the sum of Eight pounds fifteen shillings Debt and Costs of Court
taxed at two pound twelve shillings — Execution Issued Oct. 3 1727

Gray vs Shaw

John Gray of Springfield in the County of Hampshire Plaintiff Vers Elias Shaw of Brimfield
in the County of Hampshire Husbandman Defendant in a Plea of Trespass whereupon
the Plaff claims that the Defendt sometime in July last past did without leave from
the Plaff enter into a certain tract of land of the Plaff and being the Plaff's property
in the township of Brimfield aforesaid containing eighty acres by a
Grant made to the Plaff Dated the 21st day of Dec. 1727 by the
Honble John Lyman Esq. then of Springfield since Deceased and John Hebard
Gent. and James Warriner then of Springf. since Deceased Committees Lawfully Convey
Grant

Gentlemen of Springfield aforesaid being a Committee appointed by the Great and General Court for the settling the Township of Springfield aforesaid and Dividing of Lots and granting of Lands there within & that of Land is bounded as follows viz. Northerly on Penny Brook Westerly upon the Great mountain, Southerly upon Dead Wood Brook Easterly upon the Great River called Chicopee River or however the same may be Bounded or Reputed to be bounded, and being so Entered did with force and Arms Cut Down and Carry off from Land in Question Quantity of Rye that was growing and standing on about two Acres of Land lying near or about the Middle of the same and belonging to the Pltff as Evidence will appear which Rye the Pltff in fact Cut was worth Ten pounds and yet the Deft refuseth to make him any Satisfaction therefor whereby the Pltff hath Damnified the John Evans as he saith the sum of Twenty Pounds with other Damages to the Pltff and Deft appeared in Court. The Deft Offered Sundry Arguments of the writ which are on file, but the Court find them insufficient to abate the same. Claiming the Cause in Abatement the Deft Pleads to issue that the Cutting the two acres of Rye set forth in the Pltffs Declaration on his own Land in his own Right as well he might, and therefor Prays Justification and of this he Prays may be Inquired of by the Country. In this Action the Evidence being produced in Court and the Cause both sides being heard and all things touching the Cause being fully Ripened it was Committed to the Jury (John Hutchin being Foreman) who Returned their Verdict upon oath that they find for the Pltff three Pounds Damages and Cost of Court. It is therefore Considered by the Court that the Pltff shall Recover of the Deft the sum of three pounds Damages and Costs of Suit at Bill taxed at three pounds seven shillings. The Deft appeales from the Judgmt of this Court to the next superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next. The Appellant and Principal and Thomas and Ephraim Stebbins of Springfield aforesaid as Sureties in the Appellants Behalf appeared in Court and acknowledged themselves severally indebted to the Appellee in the sum of Twenty Pounds to be levied and Employed to the Appellee in case the Appellant failed of Prosecuting his Appeal with Effect and of abiding and performing the order of Court thereon and of Paying and satisfying all Intervening Damages occasioned to the Appellee by his being delayed with additional Costs in case the Judgment be Affirmed.

Evans vs Dickerson

Nathan Dickerson of Northfield in County of Hampshire Yeoman Pltff Versus James Stevenson of Suffield in County of Hampshire aforesaid Deft in a Plea of the Case for that the Deft Doth Owe to Pay the Pltff five Pounds Ten shillings money Due upon the Defts Bond or Note in Writing under his hand Dated the 10th day of May 1727. In the Bill more Particularly set forth the Pltff by his Atto John Sergeant appeared in Court and the Deft being three times called made Default of Appearance. It is therefore by the Court Considered that the Pltff shall Recover against the Deft the sum of five Pounds twenty shillings Bill and Costs of Court expended. Execution Issued Feb. 3. 1727.

Dickerson vs Stevenson

John Smith of Westmorton in the County of New London Tanner Plaintiff Versus Ebenezer Fletcher of Westfield in the County of Hampshire Shoemaker Defendant in a Plea of Debt to the sum of Sixty four pounds Lawful money of New England Due by one Bond or Obligatory under the Defts hand and seal dated the twenty sixth day

Smith vs Fletcher

Smith vs Fletcher

Day of Septemr. Anno Dom. 1726. As p the writt Dated the Eighth day of July 1727 at large appears [illegible] The plff (by his attorney Mr John [illegible]) Appeared In Court But the Defendt. being three Times Solemnly called Default of appearance It is therefore Considered by the Court that the plff shall Recover agt the Defdt. the Sum of Thirty three Pounds five Shillings and six pence Debt and Cost of Court taxed at three pounds five shillings. Execution Issued out Octo 3. 1727.

[illegible]

~~William Hall of Springfield In ye County of Hampshire [illegible] Plaintiff Versus Ebenezer Bliss of Springfield [illegible] Cooper Deft in a plea of trespass and ejectment [illegible] the sum of Eight pounds [illegible] as p the writt at large [illegible] that this action be continued to the next Inferior Court [illegible] without any [illegible] on the plff [illegible] Reason that the Deft was at the time of the [illegible] of this writt [illegible] the Province~~

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Sikes vs Sheldon

Nathaniel Sikes of Springfield In the County of Hampshire Plaintiff Versus Josiah Sheldon of Suffield in ye County aforesd Defendant In a plea of Debt to the sum of One Hundred and thirty Pounds Current money of New England Due from the Deft. to the plff by one bond in writing obligatory Under the Defts hand and seal Duly Executed and Dated the twenty Ninth day of Novemr. Anno Dom. 1726 as by the Bond appears and that the Deft. Neglects to pay the sum to the plff which is to the Damage &c. The plff and Deft appeared In Court The Deft Pleads he has paid the money and that the bond [illegible] upon the writt In this action after a full Hearing of Both Parties and all things touching the Cause being fully Discussed It was Committed to the Jury (who being sworn to try the same) Returned their verdict upon oath that they find for the plff the forfeiture of the Bond sued for being one hundred and thirty Pounds and Cost of Court. But soon upon the verdict of the Jury being brought in, [illegible] the plff and Deft Moved to the Court that the Bond might be delivered up to the Deft he having satisfyed the plff therefor, Accordingly the Court ordered the Clerk of the Court to Deliver the same to the Deft which was accordingly done, And so no Judgmt is Entd up otherwaies in this Case.

Sikes vs [illegible]

Nathaniel Sikes of Springfield in ye County of Hampshire Plaintiff Versus Jonathan [illegible] of Springfield afores. [illegible] Defendant In a plea of Debt to the sum of five Pounds Current money of the Province of the Massachusetts Bay Due by bond obligatory under the Defts hand and seal Dated the sixteenth day of April 1722 originally Payable to John Kelly of Springfield &c as p the writt more at large is set forth The plff and Deft appeared In Court The Deft Pleaded in abatemt of the writt (being mistake therein) which the Court held Insufficient to abate the same Upon the Plea in abatemt the Deft Pleads Payment in this action After a full Hearing of Both Parties and all things touching the Cause being fully Discussed It was Committed to the Jury who being sworn to try the same Returned their verdict that they find for the plff the forfeiture of the Bond sued for being five Pounds and Cost of Court. It is therefore Considered by the Court that the plff shall Recover agt. the Deft. the sum of three Pounds Nine Shillings Debt and Cost of Court taxed at three Pounds two shillings. The Deft Appeales from the Judgmt of this Court to the next Super. Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemr. next. And the Appellant as Principle John Evans and Joseph Knowlton of Springfield aforesaid as Sureties In the Appellants Behalf [illegible]

in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the sum of fifteen Pounds to be levied Paid to the Appellee in Case the Appellant fails of Prosecuting his Appeale with Effect and of abideing and Performing the Order of Court thereon and of Saving and Indemnifying all Intervening Damages occasioned to the Appellee by his being Delayed with additional Costs in Case the Judgmt be Affirmed

Sikes vs Old

Jonathan Old of Springfield late Husbandman Defendt Plaintiff Cause for that the Defendt owes to the Plaintiff the just and lawful sum of Eighteen Shillings and Nine Pence Lawful money and from the Defendt to the Plaintiff Accordt to the writt annexed will appear upon Demand the Damage the Plaintiff appeared in Court but the Defendt being three times called made Default of Appearance It is therefore Considered by the Court that the Plaintiff shall recover of the Defendt the sum of five Pounds seven Shillings Debt in Court and Costs of Court taxed at two Pounds fourteen Shillings The Deft afterwds appeal in Court appealed from the Judgmt of this Court to the next Superior Court of Judicature to be holden at Northampton for the County of Hampshire on the fourth Tuesday of September next and the appellee Principle John Cranson of Springfield before Executed to the appellant between appear in Court and acknowledge themselves to be Jointly and Severally indebted to the appellee in the sum of Twenty Pounds lawful money to the appellee in Case the appellant fails of Prosecuting his Appeale with Effect and of abideing and Performing the Order of Court thereon and of Saving and Indemnifying all Intervening Damages occasioned to the Appellee by his being Delayed with additional Costs in Case the Judgmt be Affirmed

Nichols vs Shepard

Thomas Nichols of the Town of Springfield in the County of Hampshire Tanner Plaintiff Cause Jeremiah Shepard of Springfield late of Sadler Defendt for that the Defendt owes to the Plaintiff the sum of ten Pounds Lawful money for the Defendt Notes of Hand to the Plaintiff Accordt Book and Date Aug the Twelfth Anno Dom 1727 as at and will more fully appear upon the Plaintiff's Bill which the Defendt Hath not Paid the Plaintiff Demand and Hath Damage the Plaintiff appeared in Court but the Defendt being three times called made Default of Appearance It is therefore Considered by the Court that the Plaintiff shall recover against the Defendt the sum of ten Pounds and Costs of Court taxed at Execution dated Sept 2d 1737

Simonson vs Crowfoot

John Simonson of Springfield in the County of Hampshire Plaintiff Cause John Crowfoot of Springfield Husbandman Administrator on the Estate of Joseph Crowfoot late of Springfield Husbandman Deceas. Defendt for that the Defendt Crowfoot the writt at large set forth the Plaintiff appears in Court and withdraws this Action

Lynchon vs Allen

Lynchon of Springfield in the County of Hampshire Plaintiff Cause William Allen of Springfield in the County of Hampshire Husbandman Defendt in a Plea of Debt for that the Defendt Owes to the Plaintiff the Plaintiff and just sum of Nine Pounds Current money of the Province of

the

Summons vs Allin

The Province of the Massachusetts Bay to the Sheriff of Hampshire Greeting Pray Execute this Writ by leaving an attested Copy thereof with the Defendant or at his last and usual Dwelling House or most usual place of Abode Twenty days at least before the Sitting of the Court to be held at Springfield within and for the County of Hampshire on the third Tuesday of August next ensuing the date hereof to Answer unto Joseph Hawley Esq. in a Plea of the Defendant Damage &c. Dated at Springfield the 15th day of May 1727 in the Year of his Majesty's Reign

Attest Joseph Ashley Clerk

The Defendant appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Plaintiff shall Recover against the Deft the sum of four pounds six shillings and six pence Debt and Costs of Court taxed at One Pound twelve shillings & six pence

Execution Issued Octo. 25 1727

Cotton vs Knowlton

Joseph Knowlton of Springfield in the County of Hampshire Husbandman Plaintiff Joseph Cotton of Springfield aforesd Husbandman Defendt Master — The Case Sworn Against the Deft the sum of Eighteen pounds twelve shillings in Current Credit Bills of the Province Company Note bearing the Date hereof Executed Dated the 15th day of September Anno Domini 1727 made Payable the first day of July then next ensuing the Date thereof which Note was given made Payable to Robt Olden and by him assigned to the Plaff the 21st of April A.D. 1727 The non Payment of which is to the Damage &c. — The Deft Appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Plaff shall Recover against the Deft the sum of Seventeen Pounds twelve shillings Costs of Court taxed at Two Pounds one shilling and six pence

Parsons vs Terry

Sam Parsons of Enfield in the County of Hampshire Husbandman Plaintiff Jeremy Sand Terry of Northampton Defendt Master of Repast and Ordinary at the last Date the 20th day of Aug 1727 at large in Court — The Plaff and Deft appear Present — The Plaff withdrew this Action — It is by the Court considered that the Deft recover against the Plaff Costs of Court taxed at four pounds twelve shillings

Sanchon vs Dorothy

William Sanchon of Springfield in the County of Hampshire Plaintiff Joseph Dorothy of Springfield aforesd Husbandman Defendt Master of the Case Sworn Against the Plaff Saith that the Deft gave his Note in writing under his hand and Executed bearing Date the twenty fourth day of December last Promised to Pay to the Plaff the sum and Tyde of Seven pounds ten shillings and Eight Pence money with the usual Interest thereof for the Use of Land received by the Plaff to be in Corn and produce more at large appears which the Deft Dorothy Requested hath done and doth deny to Pay the same to the Plaff the non Payment of which is to the Damage &c. — The Deft appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Plaff shall Recover against the Deft the sum of seven pounds three shillings and three pence Debt and Costs of Court taxed at two pounds one shilling

Execution Issued Octo. 25 1727

Beauchamp vs Terry

John Beauchamp of the Town of Hartford in the County of Hartford in the Colony of Connecticut Merchant Plaintiff Daniel Terry late of Springfield in the County of Hampshire Octo Deft Master of a Sloop Debt as the Writ Dated the third Day of Aug 1727 at large in Court — The Plaff by his Attorney Daniel Sayre in Court and withdrew this Action

Beauchamp vs Hebron

John Beauchamp of the Town of Hartford the County of Hartford in the Colony of Connecticut Merchant Plaintiff Daniel Hebron late of Springfield in the County of Hampshire Defendant Master of a Sloop Debt as the Deft he said to Pay to the Plaff the sum and Tyde mentioned in a certain Note of Hand made by the Deft to the Plaff Dated the Twelfth day of March Anno Dom 1726/7 as the said Note produced more fully and at large appear the non Payment of which is to the Damage &c.

The Pltf by his Attoy Mr [illegible] Jamison Appeared in Court But the Deft being three times called made Default of Appearance
It is therefore Considered by the Court that that the Pltf shall Recover agt the Deft the Sum of Eleven Pound Five Shillings and one Penny Debt and Cost of Court taxed at three Pounds Eight Shillings (Execution Issued out Decemr 11th 1727)

Capt. Bagg of Westfield In the County of Hampshire Yeoman Plaintiff Versus Joseph Younglove of [illegible] otherwise called Joseph Younglove of Suffield In the County of Hampshire [illegible] Defendt In a Plea of Debt for that the Deft Refuses or Neglects to Pay to the Pltf the full and just Sum of [illegible] Pounds good and Currant money of New England due by one bond obligatory under the Defts hand Dated the [illegible] day of July 1717 As by the writt in a case at large sett forth
The Pltf Appeared in Court But the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover agt the Deft the Sum of [illegible] Pounds Sixteen Shillings Debt and Cost of Court taxed at two Pounds Nine Shillings
Execution Issued out Septr 12th 1727

Bagg vs Younglove

Benjamin Sheldin of the Town of Springfield In the County of Hampshire Husbandman Plantiff Versus Nathanl Hamblin of Suffield In the County of Hampshire Husbandman Defendant In a Plea of Debt for that the Deft Neglects and Denys to Pay to the Pltf the full and just Sum of Eighty Pounds Currant lawfull money of New England due from the Deft to the Pltf by one bond obligatory under writing Signed by the Defts own hand and Seal Dated the fifteenth day of Decemr Anno Dom. 1726 which bond originally was made Payable to Josiah Sheldin of the Town of Suffield and County afores.d Shopkeeper & is now become Payable to Benja Sheldin the sd Pltf by an Assignmt from the sd Josiah Sheldin to the sd Benja Sheldin the Pltf as by the bond in Court to be produced may more at large Appear the non paymt of which is to the Damage &c
The Pltf by his Atty Mr Josiah Sheldin Appeard in Court But the Deft being three times Called made Default of Appearance
It is therefore Considered by the Court that the Pltf shall Recover agt the Deft the Sum of Twenty Nine Pounds Debt and Cost of Court

Sheldin vs Hamlin

Benjamin Wright of Springfield in the County of Hampshire Husbandman Plantiff Versus Abel Chapin of the Town of Springfield aforesd Husbandman Defendant in a Plea of the Case whereupon the sd Benja by Mr Jacob Lawton his attoy says that he the sd Benja had a Certain bond In writing obligatory well executed under the hand and Seal of Jonathan Old of the sd Town and County [illegible] for the Sum of one Hundred Ninety five Pounds good lawfull money of the province of the Massachusetts Bay In New England made Payable to the sd Benja the Condition of which bond was for the Paymt of Ninety five Pounds & twenty of which Sum [illegible] was Paid the sd Benja by the sd Jonathan Old which sd bond bore Date at Springfield the sixteenth day of March one thousand seven Hundred and twenty six [illegible] and the Deft was possessed of the sd bond above mentioned the [illegible] day of April In this present year and [illegible] to Possess the Benja afterwards (to wit) some time in the month of April [illegible] In the year of our Lord Anno Dom. 1727 the same Cost [illegible] and the sd Deft afterwards (to wit) sometime in the month of April last further [illegible] [illegible] his [illegible] and Possession notwithstanding the Deft knowing the bond aforesaid to be the proper bond of the sd Benjamin and to him of Right to belong and Appertain not Regarding and fraudulently Intending Craftily and Subtilly to Deceive the Pltf of the [illegible] which was due on the sd bond which sum was Seventy one Pounds that Remained unpaid thereof which sd bond the Pltf hath Requested of the Deft yet the

Wright vs Chapin

[illegible] due afterwards to wit) [illegible] the Plaintiff [illegible] Pounds with other due damages — The Plaff and Deft appeared in Court
The Defendant pleads that he is not guilty in manner and form as the Plaff declares
and of this he puts himself upon the Country — [illegible] the Defendant [illegible]
in Court and pleaded the Defendant [illegible] and all things touching
the same being duly considered it was committed to the Jury (Joseph Austin being
foreman) who [illegible] upon oath that they find the Deft
guilty — It is therefore considered by the Court that the Plaff shall Recover against
the Deft [illegible] the sum of four pound four shillings — The Plaintiff
appeared on the [illegible] day of this fourth term the Deft appeared [illegible] the
[illegible] and [illegible] for the sum of [illegible] and costs — [illegible]
Smith [illegible] Deft [illegible] the appellant's [illegible] Henry Chapman
Dan [illegible] of Springfield [illegible] appellants [illegible] appeared
in Court and acknowledged themselves to be jointly and severally indebted to the appellee
in the sum of [illegible] pounds to be well and truly to the appellee to be [illegible]
appellant [illegible] of [illegible] and performing
the order of Court the recognizance [illegible] all intervening damages
occasioned to the appellee by his being delayed are additionally [illegible]
judgment affirmed —

Joseph Fuller of Springfield in the County of Hampshire Blacksmith Plaintiff
in Debt against Isaac Hayden of Hopland in Deptt. Husbandman Defendant
to the sum of twenty three pounds current money — The Province of the Massa-
chusetts Bay — [illegible] the Deft hereunto [illegible] dated the twenty-
third day of January Last Past, originally drawn to Huggins and Brown
against the Deft — As it thereunto [illegible] set forth —
He the Deft appeared in Court — But the Deft being three times called
default of appearance — His specialty being read to the Court that the
Deft shall recover against the Deft the sum of Eleven pounds fifteen
shillings and Eleven pence debt and costs of Court taxed at two pounds four
shillings —

Nehemiah Hindley of Brookfield in the County of Hampshire Husbandman
Plaintiff against Benjamin Brooks of Springfield in the County of Hampshire
Husbandman Defendant in a plea of debt to the sum of twenty pounds
ten shillings in current money of New England the Plaintiff's Declaration
being duly read — The Deft hereunto [illegible] dated the [illegible] day of
December 1729 originally made to Nathaniel Walker and by him assigned to the
Plaff as it [illegible] set forth — The Plaff by his Attorney
Mr. John Huggins appeared in Court — But there he considered by
the Court that the Plaff shall recover against the Deft the sum of thirteen
pounds [illegible] shillings and [illegible] pence debt and costs of Court taxed at three
pounds [illegible] shillings —

Ebenezer Scott of Brookfield in the County of Hampshire Husbandman
Plaintiff against [illegible] of Springfield aforesaid Husbandman
[illegible] Deft — [illegible] the Plaff [illegible] that the Deft the John [illegible]
[illegible] and [illegible] the Plaff the sum [illegible] pounds [illegible] due

And owing

[illegible]

Appellants

[illegible]

Edward Kibbee of Enfield in the County of Hampshire Husbandman [illegible] Plaintiff George Granger of Lyme in the County of Hampshire Carpenter Deft. plaintiff Debt for [illegible] pounds money [illegible] Thirty five pounds [illegible]

[illegible] Hollingsworth [illegible] Hollingsworth [illegible] Hollingsworth [

Hopkins Inhab. of Brookfield in the County of Hampshire Husbandman having commenced an action against Benjamin Brooks of Springfield aforesaid Innholder for Words and Husbandman but Defendant confessed the same. It is therefore considered by the Court that the said Benjamin Brooks Recover of the said Hopkins costs taxed at Nineteen Shillings — (Words)

Samuel Cooper of Northampton in the County of Hampshire Husbandman having commenced an action against Dan. Clarkham of Hadley in the County aforesaid Yeoman but discontinuing the same. It is considered by the Court that the said Clarkham shall Recover against the said Cooper Costs taxed at one pound three shillings. (Spray)

John Adams of Hadley in the County of Hampshire Yeoman having commenced an action against Jacob Adams of Hadley aforesaid Yeoman but discontinuing the same. It is considered by the Court that the said Jacob Adams shall Recover against the said John Adams Costs taxed at One pound three shillings — (Adams)

Thomas Marshall of Windsor in the County of Hartford Colony of Connecticut having commenced an action against Lemuel Loomis of Westfield in the County aforesaid but discontinuing the same. It is considered by the Court that the said Loomis shall Recover against Marshall Costs taxed at One pound three shillings —

This Court by order of the Justices there adjourned to the 27th day of September next to meet at Springfield at eight of the clock in the morning

Anno R.R.gis Georgij Secundi Magnæ Britanniæ &c Primo

At a Court of General Sessions of the Peace Holden at Springfield within and for the County of Hampsh. on the Last Tuesday of Aug. being the Twenty Seventh day Anno Dom. 1727

Present
Sam.l Partridge
John Stoddard
John Pynchon
John Ashley
Henry Dwight
Joseph Parsons
Eleazer Porter
Joseph Jennings
} Esq.rs Justices of s.d Court

The Grand Jurors Returned & Sworne are John Clarke Forem. Benj.a Smith Sen.r Timothy Nash Sam.l Allin Nath.l Strong John Pirbank Anthony Austin, John Field Sam.l Dickenson, John Wing James Pease Sen.r John Shepard, Sam.l Bush 2.d Sam.l Gun Nath.l Ingram, Sam.l Gay Cor. Wm. Old Rob.t Pease

King } Miriam King the wife of James King of Suffield Having Confessed that She had been Guilty of the Sin of fornication before Marriage Ordered to Pay a fine of Thirty Shillings to his Majestie and Cost 21 Paid the same accordingly

Woolcot & Wait } John Woolcott of Brookfield Inh.t Moving to this Court to be Discharged from Paying any thing further towards the maintenance of a Bastard Child of Mary Watt of Northampton According to a Sentence of this Court In Febru.y 1722/23 Ordered that the s.d Mary Watt be Notified to appear at the next Court of General Sessions of the Peace to be Holden at Northampton for the County of Hampsh. on the first Tuesday of Decem.r Next to shew Cause why the s.d John Woolcott should not be Discharged as aforesaid And that the s.d Mary Watt make no further Demands of the s.d John Woolcott for any Payment from this time till the s.d Next Court

Shepard and Nicholson } Henry Nicholson and Jeremiah Shepard both of Springf.d aforesa.d being Convicted of Breach of the Peace In Smiting & Striking Each other, Ordered that the s.d Nicholson Pay a fine of Ten Shillings, and the s.d Shepard the fine of fifteen Shillings to his Majestie and Cost and to find Sureties for the good Behaviour In the Sum of Ten Pounds Each Until Next C.t. Accordingly the s.d Nicholson as Principle & Jacob Jacob Lawton as Surety In s.d Nicholson's Behalfe appeared In Court Acknowledged themselves to be Indebted, to be Indebted to our Sovereigne Lord the King In the Sum of Ten Pounds to be Levied on there & either of there Goods and Chattles Lands and Tenements for the use of our s.d Lord the s.d Lord the King In Case the s.d Nicholson shall fail of being of the good Behaviour to his all His Majesties Liege People Until the next Court of General Sessions of the Peace to be Holden at Northampton for the County of Hampsh. on the first Tuesday of Decem.r Next, And of appearing at the s.d Court and abiding the order thereof and not to depart without Licence And the s.d Shepard as Principle and Moses Hovey of Rutland In the County of Middlesex and Rob.t Old of Springfield as Surety in the s.d Shepards Behalfe also appeared in Court and Acknowledged themselves to be Indebted to our Sovereigne Lord the King in the Sum of Ten pounds to be Levied on there & either of there Goods and Chattles Lands and Tenements for the use of our s.d Lord the King In Case the s.d Shepard shall fail of being of the good Behaviour towards all his Majesties Liege People Until the Next Court of General Sessions of the Peace to be Holden at Northampton within and for the County of Hampsh. on the first Tuesday of Decem.r Next and of appearing at the s.d Court and abiding the Order thereof and Not to Depart without Licence

Spencer } Dan.l Spencer and Elizabeth his wife having Confessed the Sin of fornication together Before Marriage Ordered to Pay a fine of Thirty Shillings Each to his Majestie and Cost, Accordingly Paid

Benjamin Leonard of Springfield Appearing in Court Confessing that he and his wife had been Guilty of the Sin of fornication Together before Marriage, Ordered to Pay a fine of Thirty Shillings Each to his Majestie and Cost 2/ Accordingly Paid, } Leonard

Joseph Leonard of Springfield Jun. Appearing in Court Confessing that he and his wife had been Guilty of the Sin of fornication Together before Marriage Ordered to Pay a fine of Thirty Shillings Each to his Majestie and Cost 2/ Accordingly Paid, } Leonard

License is by this Court Granted to Thomas Ingersole of Westfield to be an Inholder in ye Town for the Year Ensuing } Ingersole

License is Granted by this Court to Lam. Kent of Suffield the Third to be an Inholder in ye Town for the year Ensuing } Kent

Licence is by this Court Granted to Lt. John Lyman of Northampton to be an Inholder in ye Town for the Year Ensuing } Lyman

License is Granted by this Court to Zechariah Field of Northfield to be an Inholder in ye Town for the Year Ensuing } Field

License is Granted by this Court to Henry Dwight Ga. of Hatfield to be a Retailer of Strong Drink for the Year Ensuing } Dwight

License is Granted by this Court to Philip Goff of Brookfield to be an Inholder in ye Town for the Year Ensuing } Goff

License is Granted by this Court to Josiah Scott of Hatfield to be an Inholder in ye Town for the Year Ensuing } Scott

License is Granted by this Court to Benjamin Stebbins of Northampton to be an Inholder in ye Town for the Year Ensuing } Stebbins

License is Granted by this Court to Luke Smith of Hadley to be an Inholder in ye Town for the Year Ensuing } Smith

License is Granted by this Court to Jonathan Chapin of Springfield to be an Inholder in ye Town for the Year Ensuing } Chapin

License is Granted by this Court to Joseph Sexton of Enfield to be an Inholder in ye Town for the Year Ensuing } Sexton

License is Granted by this Court to Tilley Mirick of Brookfield to be an Inholder in ye Town for the Year Ensuing } Mirick

License is by this Court Granted to John Root of Westfield to be an Inholder in ye Town for the Year Ensuing } Root

License is Granted by this Court to John Day of Springfield to be an Inholder in ye Town for the Year Ensuing } Day

License is Granted by this Court to Edward Allin of Deerfield to be an Inholder in ye Town for the Year Ensuing } Allin

License is Granted by this Court to Ephraim Chapin of Enfield to be a Retailer of Strong Drink in the ye Town for the Year Ensuing } Chapin

License is Granted by this Court to Joseph Leonard of Springfield to be an Inholder in ye Town for the Year Ensuing } Leonard

License is Granted by this Court to Joseph Bartlet of Northampton to be an Inholder in ye Town for the Year Ensuing } Bartlet

License is Granted by this Court to Robt. Old of Brimfield to be an Inholder in ye Town for the Year Ensuing } Old

Worthenton License is Granted by this Court to John Worthenton of Springfield to be an Inholder in s.d Town for the year Ensuing

Dwight License is Granted by this Court to Joseph Dwight of Springfield to be a Retailer of Strong Drink in s.d Town for the year Ensuing

Lyman License is Granted by this Court to John Lyman Jr. to be a Retailer of Strong Drink in s.d Town for the year Ensuing

This Court is by order of the Justices thereof Adjourned to the 27th day of Septem.r Next

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Anno Regis Georgij Secundie Magne Britannie &c Primo

At a Court of General Sessions of the Peace Holden at Springfield within and for the County of Hampsh.r (by Adjournm.t) from the Last Tuesday of Aug.t Anno Dom. 1727. to the 27th day of Septem.r Anno Dom 1727

Present
Sam.l Partridge
Joseph Parsons
John Pynchon
John Ashley
Henry Dwight
Esq.rs Justices of Said Court

License is Granted by this Court to Jonathan Cole of Hatfield to be an Inholder in s.d Town for the year Ensuing

Josiah Shelden of Suffield Sworne Commissioner of Levise for the County of Hampshire

John Ashley Esq.r Appointed and Sworne Commissioner of Assessments for s.d County

Abigail Crowfool of Springf.d the wife of Benj.a Crowfool Confessing that She had been Guilty of the Sin of fornication Before Marriage Ordered to Pay a fine of fourty shillings to his Majesties And Costs, Said Accordingly

Anno Regni Georgii Secundi Magnæ Britanniæ &c. Primo

At an inferior Court of Common Pleas Holden at Springfield within and for the County of Hampshire (on adjournment) from the last Tuesday of Aug. Anno Dom. 1727 to the 24th day of September Anno Dom. 1727

Present

Saml. Partridge } Justices
John Ashley } of the Peace
Henry Dwight } Quorum

William Pynchon Esq. Reserved Clerk in all pleas comes by his Attorney into Court and Complains against Timothy Thrall late of Hadley in the County of Connecticut Gentleman Plaintiff Versus Nathan Hamblin Junior late of Hadley in the County of Hampshire Husbandman Defendant Wherein the Plaintiff Declares that this action as well for himself as for the Heirs Timothy Pynchon Esq. deceased and as well for the Plaintiff Timothy as for himself Who hath by Virtue of the Will of the said Timothy Thrall late of the Town of Hadley in the County of Hampshire Gentleman Deceased Given the Plaintiff Timothy all the Land and Tenements of the said Timothy Thrall Deceased to be equally Divided between them the said William and Timothy as by the Will of the said Timothy Thrall Deceased to be Recorded in Court will Appear Now the Plaintiff Saith that the Defendant Trespass and Damnifies the Landlord Tenements Hereafter Described (viz) Forty Acres of Land Part of a Farm of Land Lying Adjacent Hereof: the first Bounding Homestead which he lives on and it being the Land where he now Dwells Containing about twenty Acres, Bounded Northerly Land of Thomas Copley West on the Country Road Southerly Land of the Defendant Mortgaged for Bank money East on the Country Road or High-way; together with the Dwelling House and Barn Orchard and Other Buildings are on the said Land &c. The other Containeth by Estimation Twenty Acres more or less, bounded South on Land of Richard Woolcott West Land belonging to Nicholas Ashley Northerly on Land belonging to Jehaleel Smith Northerly Land belonging to Nicholas Ashley and Partly on Land belonging to Jehaleel Smith Northerly on Land belonging to Nicholas Ashley on a Road or Highway together with the Dwelling House &c. Doth Seize Detain and Claim from the said Plaintiff as aforesaid the Peaceable and Quiet possession of the two Tracts or Parcels of Land above Described which are situate in the Township aforesaid aforesaid with the Appurtenances and Appurtenances thereunto appertaining which the said Plaintiff Claimes of the said Timothy Pynchon Esq. Testator by Devise in a certain Deed of Devise and Duly Executed under the Testator's hand and Seal Dated May the Eleventh Anno Dom. 1722. Made to Timothy Thrall Deceased as by the said Deed of Devise in Court produced may more fully appear. And yet the Defendant doth Neglect and Refuse although often thereto Requested to Deliver to the said Plaintiff for himself and the said William Pynchon Esq. himself and the said William and Sarah for the said Timothy the Testator the aforesaid Lands and Edifices and other Appurtenances therewithal Quietly Keeping the said Plaintiff from the possession of the same to the Damage of the said Plaintiff and for the said William and Sarah on the Part and for the said Timothy the Testator aforesaid to such a Damage of the said William Thrall and Sarah Intitle Capacity as they say they have sustained to the Value of five hundred Pounds with the Damages by the said Plaintiff Sustained and Appeared by Court

But the Defendant being three times called Defaulted in Appearance

It is therefore Considered by the Court that the said Plaintiff Recover against the said Defendant the Sum of one Hundred and fifty Eight Pounds fourteen Shillings and ten Pence by the twenty eight day of Present Debt. But on Satisfaction thereof the said Plaintiff shall Recover Possession of the aforementioned

Land

264

Swain
84
Hamin

5

Land and Building with the Appurtenances, And
Upon Trial of the Issue the Jurors find the Premises
Exclusive of Buildings to be of the Value of Two Pounds Six Shillings and that
the Defendant is not guilty of the Premises

Anno Regis Georgii Secundi Magnæ Britanniæ &c Primo

At an Inferior Court of Common Pleas held at Northampton within and for the County of Hampshire on the first Tuesday being the fifth day of June Anno Dom. 1727.

Present
Jan. Partridge } Esqrs
Joseph Lyman } Justices
Henry Wright }

The jury of Inquest [illegible] in Chancery [illegible] Jan. Barker, [illegible] Samuel Pickard [illegible] Eleazer Clapp [illegible] Jan. Warner [illegible]

Jonathan Dwight late of Brookfield in the County of Hampshire Gentleman Plaintiff in Action upon the Case against Thomas the Lord Bishop of Barbados, late a Merchant Defendant Persue Jacob Sergeant of Brookfield aforesaid Gentleman Plaintiff in Action of Trespass against the Defendant Demands to Pay the Plaintiff the Sum of Three pounds Sterling Damages for the Defendant's Promise in writing under the Defendant's hand the 14th Decemb. 1724 Payable the 1st of Aug. 1725 and the Defendant Pleads to the Damages of the Plaintiff Dwight and he with the Damages Pleads with the Damages. The Plaintiff by his Attorney Mr John Hunter

And the Deft appeared in Court. The Deft said that he is of a Merchant Manner and Dwelling in this Province of the County. In the other the Defendant Produced Mr Justice Rec. of the Deed with Witness Witness and all things touching the Case being fully Debated it was Committed to the Jury Dwelt and being Sworn to Try the Issue Upon Oath that they find for the Plaintiff Damages Sixty Shillings Lawful Money. Then it Adjourned

The Deft Petition Filed by Appeal from the Judgment of this Court to the Superior Court to be held at Springfield within and for the County aforesaid on the Second Tuesday of August next Ensuing Appeared Mr Thomas Dwight Attorney for the Appellee in behalf of the Appellant Praying for Prosecuting his Appeal with Effect and Obtaining a Reversal of the Order of Court the Recognizance of Bond Ratified in Behalf of Appellee on Occasion of the Appellee in his Being Delivered Bond Dwelling Sixty in Pounds to be Approved

Dan Kilbee in the County of Albany in the Province of New York Gentleman Plaintiff Persue Robert Dickinson Committed to the Prison of the County of Hampshire Defendant Made Escape by the Will Dated the 11th day of Novem. 1727 at Large as follows

The Pltff by his Attorney Mr Cook declared in the Deft by his Attorney Mr John Hunter Appeared in Court. The Deft said that he will not Gainsay but that he will pay the Debt and that he shall Recover of the Pltff Costs Taxed One pound Eight Shillings

Captain Willard Sparhawk in the County of Albany in the Province of New York Husbandman Plaintiff Persue Nathan Alton formerly of the Town of Hatfield

In

[illegible]

Execution granted May 11 1727

John Beauchamp of Hatfield in the County of Hampshire Innholder Plaintiff Against Ebenezer Kellogg of Hatfield in the County of Hampshire Innkeeper Defendant In a Plea of the Defendant Acknowledged to the Plaintiff Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Plaintiff Recover of the Defendant Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Execution granted May 11 1727

John Beauchamp of Hatfield in the County of Hampshire Innholder Plaintiff Against Ebenezer Kellogg of Hatfield in the County of Hampshire Innkeeper Defendant In a Plea of the Defendant Acknowledged to the Plaintiff Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Plaintiff Recover of the Defendant Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Execution granted May 27 1728

Zachary Beauchamp of Hatfield in the County of Hampshire Innholder Plaintiff Against John Taylor Kellogg of Hatfield in the County of Hampshire Innkeeper Defendant In a Plea of the Defendant Acknowledged to the Plaintiff Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Plaintiff Recover of the Defendant Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Execution granted May 27 1728

John Beauchamp of Hatfield in the County of Hampshire Innholder Plaintiff Against Samuel Kellogg of Hatfield in the County of Hampshire Innkeeper Defendant In a Plea of the Defendant Acknowledged to the Plaintiff Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Plaintiff Recover of the Defendant Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Execution granted May 27 1728

John Beauchamp of Hatfield in the County of Hampshire Innholder Plaintiff Against Samuel Kellogg of Hatfield in the County of Hampshire Innkeeper Defendant In a Plea of the Defendant Acknowledged to the Plaintiff Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Plaintiff Recover of the Defendant Damages [illegible] Pounds Ten Shillings and Costs of Court [illegible] Execution granted May 27 1728

[illegible]

[illegible]

[illegible]

Gentleman and Man
Appellants Behalfe

Abraham Bancroft

Being Heard and [illegible] things [illegible] [illegible] Discussed It was Committed to the Jury [illegible] being Sworn who Returned their Verdict upon oath that they find for the Plaintiffe the Sum of [illegible] hundred Pounds [illegible] Cost — [illegible] Court that the Plaintiff shall Recover against the Defendant the Sum of [illegible] hundred Pounds being [illegible] [illegible] [illegible] Pounds [illegible] [illegible] [illegible] appeal. [illegible] of this Court to the next [illegible] [illegible] [illegible] John [illegible] [illegible] within the said County [illegible] [illegible] with the [illegible] [illegible] appellant [illegible] [illegible] and Edward [illegible] [illegible] [illegible] [illegible] [illegible] And [illegible] and the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] and twenty five [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the [illegible] Court the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] with additional Cost in case the [illegible] [illegible] —

Sarah Curtis of Northampton [illegible] [illegible] [illegible] Saml Cole of Hatfield [illegible] [illegible] Hampshire Husbandman Defendant in a Plea of Detinue for that the Defendant hath [illegible] into his [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] about [illegible] years old [illegible] [illegible] [illegible] Brand [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the [illegible] [illegible] Red Colour about [illegible] months old [illegible] which is the Proper [illegible] [illegible] [illegible] Defendant doth unjustly and without Right detain from her the Plaintiff [illegible] [illegible] [illegible] [illegible] [illegible] hath [illegible] the same [illegible] [illegible] [illegible] Bill and [illegible] the [illegible] [illegible] this action [illegible] [illegible] [illegible] [illegible] is to the damage of the said Sarah Curtis as she [illegible] [illegible] [illegible] and with [illegible] [illegible] [illegible] Attorney [illegible] [illegible] being by the Court [illegible] [illegible] [illegible] [illegible] in Court — [illegible] [illegible] that he Doth not [illegible] [illegible] manner and forme as the Plaintiff doth [illegible] in her [illegible] [illegible] [illegible] [illegible] on the Country ——— In this action the Evidences being [illegible] [illegible] and heard and the [illegible] on both sides being heard and all things touching the same being fully Discussed it was Committed to the Jury (Hezekiah Root being [illegible]) who Returned their Verdict upon oath that they find for the Defendant Cost of Court — It is Considered by this Court that the Defendant shall Recover against the Plaintiff Cost of Court [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] The Plaintiff by her [illegible] Attorney Appeales from the Judgment of this Court to the [illegible] [illegible] Court of Judicature to [illegible] Holden at Springfield [illegible] [illegible] for the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Curtis and John [illegible] of Northampton [illegible] [illegible] [illegible] [illegible] Acknowledged themselves to be [illegible] and [illegible] Damages [illegible] [illegible] [illegible] with additional Cost [illegible] [illegible] [illegible] —

Joseph Gilbert of Hartford in the County of Hartford and Colony of Connecticutt [illegible] Plaintiff versus Benjamin Stebbins of Springfield [illegible]

[illegible]

Sam. Strong [illegible] in the County of Hartford Cordwainer and John Perry [illegible] in the County of Hampshire Husbandman [illegible] Plaintiffs [illegible] Hampshire Defendant [illegible] Debt of Eight Pounds Sixteen Shillings [illegible] Due to the Plaintiffs by one Bond in writing [illegible] under the Defts hand and Seal bearing date Aug. 11th 1726. Payable [illegible] Before the first day of September Next [illegible] Date of the Bond which money [illegible] Requested the said Defendant [illegible] to pay the Debts which is to the Damage of the Plaintiffs Sixteen Shillings and Twelve Pence [illegible] Damages. The Plaintiffs (by their Attorney Mr Timothy Dwight) appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore considered by the Court that the Plaintiffs shall Recover against the Deft the sum of Twenty Four Pounds Fifteen Shillings and Seven Pence Debt and Cost of Suit as of Bill Sealed at Three Pounds Four Shillings and Six Pence. Whereupon the Deft by his Attorney Mr Ch. Jacob Lawton appeared in Court and Appealed from the Judgmt of this Court to the next Superior Court to be holden at Springfield within and for the County of Hampshire on the Fourth Tuesday of September Next the Pl. Lawton stood engaged and John Perry and Jonathan Bridgman of Brookfield in the County of Hampshire Yeoman in the Appellants behalf appeared in Court and acknowledged themselves Jointly and Severally indebted to the Appellee in the Sum of Twenty Pounds to be Levied and Truly to be paid to the Appellee in case the Appellant fails of Prosecuting his Appeal with Effect and of abiding and performing the Order of Court thereon and of paying and satisfying all intervening Damages occasioned to the Appellee by his Seeking Delay in the Premises Upon Condition that the Recognizance [illegible]

Sitchens & wife vs Lufton

Jan. Sherwell [illegible] for in the County of Hartford Cordwainer and John Perry of [illegible] in the County of Hampshire Gentleman Plaintiffs in this Suit [illegible] as they are Exors to the Estate of [illegible] Sitchens late of Hatfield aforesaid Gentleman Deceased Plaintiffs Versus Richard Lufton of Deerfield in the County of Hampshire Gentleman Defendt In a Plea of Debt of Sixty Pounds Current money of New England Due by one Bond under the Defts hand and Seal Dated May 19th 1725. as by the said Bond at large is set forth. The Pltffs by their Attorney Capt. Timo. Dwight Appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore considered by the Court that the Pltffs shall Recover against the Deft the sum of Six Pound four Shillings and Seven Pence Debt and Cost of Suit taxed at Three Pounds four Shillings and Six Pence.

Perry & Ux vs Norton

John Perry of Deerfield in the County of Hampshire aforesaid Husbandman and Mary his wife late Mary Bartlett Sitchens widow of the Town of Hatfield in the County of Hampshire aforesaid Spinster Plaintiffs Versus Ebenezer Norton of the Town of Deerfield in the County of Hampshire aforesaid Yeoman Defendt In a Plea of Debt of Three Pounds Four Shillings Current money of New England Due by one Bond under the Defts hand and Seal Dated Aug. 11th 1726. as by the said Bond at large is set forth. The Pltffs by their Attorney Capt. Timothy Dwight appeared in Court. But the Deft being three times called made Default of Appearance. It is therefore considered by the Court that the Pltffs

shall recover against the Deft the sum of Five Pound twelve shillings and Ten pence Debt and costs of Court taxed at Three pounds fifteen shillings and four pence

Execution Issued

Hebbins vs Fuller

Benjamin Hebbins of Springfield in the County of Hampshire province aforesaid Doth sue James Fuller of Hartford in the County of Hartford in the Colony of Connecticut Esqr. Defendant in a Plea of the Case for that the said Defendant to pay to the plaintiff the sum of three Hundred and Seventy pounds eight shillings and nine pence lawful money of New England due by an account to the plaintiff at the time of the attachment. Witnesses and other Evidence to the Court more at large appears the non payment of which is to the Damage of the said Benjamin Hebbins as he saith the sum of four Hundred pounds with Interest Damages. The Defendant Appeared Joyn. The Defendant Pleads he does Nothing owe to the Declaration and this he prays may be Enquired of by his Country. In this action the Evidence being Produced the Court and Jury on both sides being heard and all things pertaining the same being duly considered it was considered by the Court and Jury being sworn to Represent their Verdict upon oath that they find for the plaintiff the sum of Sixteen pounds six shillings and costs of Court. It is therefore considered by the Court that the plaintiff shall Recover against the Defendant the sum of sixteen pounds six shillings and costs of Court taxed at two pounds sixteen shillings. The Defendant appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the Fourth Wednesday of September next. The Appellant and Principle Christopher Lawton of Springfield aforesaid and Samuel Warfield of Northampton aforesaid Yeoman in the Appellants Behalf appeared in Court and acknowledged themselves to be Joyntly and severally indebted to the Appellee in the sum of Thirty five pounds to be well and truly paid to the Appellee in case the Appellant fails of prosecuting his Appeal with Effect and of abiding and performing the Order of Court thereon and of paying and satisfying all intervening Damages occasioned to the Appellee by his being Delayed with additional costs in case the Judgment be confirmed. The said appeal from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the Fourth Wednesday of September next. The Appellant and Principle Christopher Lawton of Springfield aforesaid and Samuel Warfield of Northampton aforesaid Yeoman in the Appellants Behalf appeared in Court and acknowledged themselves to be Jointly and severally indebted to the Appellee in the sum of twenty pounds to be well and truly paid to the Appellee in case the Appellant fails of prosecuting his Appeal with Effect and of abiding and performing the Order of Court thereon and of paying and satisfying all intervening Damages occasioned to the Appellee by his being Delayed with additional Costs in case the Judgment be confirmed.

Samuel Mather of the Town of Windsor in the County of Hartford in the Colony of Connecticut Doctor Physick & Practitioner of Physick & Chirurgery versus Ebenezer Spencer of the Town of Enfield in the County of Hampshire the Husbandman Defendant in a Plea of the Case for that the said Defendant owes to pay to the plaintiff the full sum of five Pound one shilling and Ten pence lawful money of New England due by one Bill under the Defts hand dated the twenty seventh day of August Anno Domini 1725 as by the Bill more at large in Set forth the plaintiff by his Attorney Mr. Isaac Hall appeared in Court and

Hawes / Shaw — But the Deft being three times called made default of appearance It is therefore considered by the Court that the Plaintiff shall Recover against the Deft the sum of Six pounds Seven shillings Debt and Costs of Suit taxed at three pound and Six pence — Execution granted Decem. 26th 1727

Allen / Old — Alexander Allen of the town of Hadley in the County of Hampshire in the Province of Massachusetts Bay Cordwainer Plaintiff Against Josiah Old of Sufield in the County of Hampshire Brickmaker Deft in a Plea of the Case at the Plaintiffs suit dated the Eleventh day of Decem. 1727 at Largo set forth — This action by order of Court is continued to the next Inferior Court of Common Pleas to be holden at Northampton for the County of Hampshire on the first Tuesday of March next

Wright / Smith — Joseph Wright of Springfield in the County of Hampshire Shopkeeper Plaintiff Against Joshua Smith of Springfield aforesaid in the County Husbandman Defendant in a Plea of Debt for that the Deft Neglects to pay to the Plaintiff the sum of Twenty pounds Six shillings Current money Due by Bond under the Deft's hand and seal Dated the 17th day of May 1727 as the writing more at large sets forth — The Plaintiff appeared in Court but the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover against the Deft the sum of Twenty five pounds five shillings and three pence Debt and Costs of Court taxed at two pound seven shillings — Execution June 12th 1728 Granted.

Dwight / Gay — Joseph Dwight of Springfield in the County of Hampshire Shopkeeper Plaintiff Against Joshua Gay of Springfield in the County of Hampshire Husbandman Defendant in a Plea of the Case for that the Deft Neglects & Denies to pay to the Plaintiff the sum of Forty Eight shillings and Eleven pence Money Due from the Deft to the Plaintiff as the writing more fully & plainly shews the Plaintiff's Demand is to be Demanded — The Plaintiff appeared in Court but the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover against the Deft the sum of Forty Eight shillings and Eleven pence Debt and Costs of Court taxed at two Pound Twelve shillings

Huggins / Gay — John Huggins of Springfield in the County of Hampshire Gent Plaintiff Against Joshua Gay of Sufield in the County of Hampshire yeoman Deft in a Plea of Debt to the sum of Fifty three pounds Current Lawful Money of the Province and Due by one Bond under the Deft's hand and seal Dated the Eighteenth day of April 1723 as the writing more particularly sets forth — The Plaintiff appeared in Court but the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plaintiff shall Recover against the Deft the sum of Twenty Eight pounds Sixteen shillings and three pence Debt and Costs of Court taxed at two pound two shillings

Colegrove / Colegrove — Thomas Colegrove of Sufield in the County aforesaid Yeoman Plaintiff Against Samuel Colegrove of Sufield aforesaid Husbandman Deft in a Plea of Debt of Twenty pounds for the sum of money Due by one Note in writing under the Deft's hand Dated April 14th 1727 Payable on the Last day of May next ensuing the Date thereof and which money or any part thereof Remains to be paid to the Plaintiff Wherefore he says he is damaged to the sum of Thirty pounds with other Due Damages

(The)

the Plaintiff and Deft appeared in court — The Deft to his plea of Tresp
the same day of this Instant Decr 1727 the Jury brought in their Ver
ment for the within mentioned Dollars and costs against the Deft — Attended to the
trial — no Evidence since Hatheran and Rivis Testify being the same as
according to the Evidence and the Court thereupon the Deft moved to
in Arrest of Judgment for the Plaintiff were Friends & Have Recovered
a Judgment & the County — In this Action the Jury came & Produced a Verdict
and Read and the Court moved being the Evidence and Other Circumstances
Same being duly Debated it was Committed to the Jury to Consider of
who returned their Verdict upon oath that they find the Deft guilty
for being Drunk & Disorderly Cost — It is therefore considered & Court
that the Plaintiff do Recover against the Deft the Sum of twenty
Dollars Damage and Costs taxed — Execution & Costs — Foreman

The Deft appeals from the Judgment of this County to the Superior Court
of Judicature to be holden at Springfield within and for the County of Hampshire
in the South Wednesday of April next — Appeared as Principle Thomas
Lastport & Jonathan Lord and Abraham Burton & Joseph Dwight
as sureties in the Appellants Behalf — Appeared in Court and severally
themselves bound & severally indented to the Appellee the Sum
of Four Pounds to be levied to the Appellee or his Assigns
Release & Discharge in Case the Effect and Consequence of Abiding and Standing
the Order & Judgment therein and Paying and Satisfying all Intermediate
Damages occasioned to the Appellee by his being Sued with Additional
Cost in Case the Judgment be Confirmed —

Sarah Martin of Boston in County of Suffolk in Province of Martyn
the last will and Testament of Edward Martin late of Boston aforesaid Mather
Deceased Plaintiff Versus Atherton Mather of Boston aforesaid in the Court of
Hampshire Gent Defendant — Mr Clap Hampshire Indictment for that the
Atherton Mather Denies to Deliver to the Plaintiff in the aforesaid
Writ Copy or Copies of certain Tract of Land lying in the Township of Sheffield
Bounded and Described as follows Viz Beginning at the Stake
Marked Stone Bounded Easterly on the Tract of Land Mr Nathan Dyer
Land of John Barber South upon Land of Jonathan Dunton & Thence Tract
of Land in the Year 1719 Did Demand to be in the Possession of James
Dunton of Sheffield aforesaid — Considering the Indictment of our Justices of the
Inferior Court of Common Pleas holden within and for the County of
Suffolk on the last Tuesday of October 1719 the Plaintiff in the Writ
aforesaid Recovered against the said James Dunton of the Sum of
Thirty six Pounds Twenty Money Damages and three Pounds fifteen Shillings
Costs of Suit — Execution being Had thereon the same was Extended upon
the 29th of Decem 1719 upon the said Tract of Land in Satisfaction
of the said Debt — Therefore the said Right Owner to the said Martyn
Executrix aforesaid, and the said Atherton Mather Having got possession
thereof Denies to Deliver the same to the said Sarah Martyn Executrix be-
cause which is to the damage of the said Martyn Executrix as
aforesaid as she saith the Sum of Eight Pounds with the Damages
The Plaintiff by her Attorney Mr Joseph Dwight appeared in Court — But the
Defendant the Time called made Default of Appearance — It is
therefore considered by the Court that the Plaintiff shall Recover against
the

Chauncy v. Mather

the Def.t Appealing [illegible] suit tried at [illegible] by their attorney [illegible] and the appellant in Court [illegible] Judgment of this Court to the next Superiour Court of Judicature to be holden [illegible] within and for the County of Hampshire on the fourth Tuesday of [illegible] next [illegible] Benjamin [illegible] of Springfield [illegible] Fairfield of Northampton [illegible] Sureties [illegible] the Appellant [illegible] in the sum of twenty pounds to be well and truly Paid to the appellee in case the Appellant faile to prosecute his appeal with Effect and of Abiding and Performing the order of that Court thereon and of Paying and satisfying all such damages [illegible] to the appellee [illegible] with additional costs in case the Judgment be affirmed

Scott v. Ashley

Whereas William Scott of Springfield [illegible] aforesaid County [illegible] Commenced and brought forward an Action at the last Inferiour Court of Common Pleas that was held at Springfield within and for the County on the first Tuesday of Aug.st last past against Ebenezer Ashley of Springfield afores.d [illegible] Defendant In a Plea of Trespass and Ejectment Demanding of the Def.t the surrendry of Forty Five Acres of land which the Plt Claimes by Virtue of a certain Deed of Feoffment under the hand and seal of John Sackett of Westfield Deceased the fourth day of June 1703 which action was continued to this Court by Reason [illegible] the Def.t [illegible] the Plt by his attorney Mr. Jacob Lawton and the Def.t by his attorney Mr John Huntington appeared at this Court [illegible] The Def.t [illegible] that the Land which the Plt demands him to surrender is not the [illegible] In this action the Evidences being Produced brought and Read and the Pleas on both sides being Heard and all things touching the same being fully committed to the Jury and the Jury [illegible] Returned their verdict upon oath that they find for the Def.t Costs of suit [illegible] it is therefore Considered by the Court that the Def.t shall Recover ag.st the Plt Costs [illegible] taxed at two pounds [illegible] shillings and Eight pence

Shu[illegible] v. Collins

William [illegible] of [illegible] in the County of [illegible] and Colony of Connecticutt Shopkeeper Plaintiff [illegible] Collins [illegible] in the County of Hampshire Gentleman Defend.t In a Plea of the Case [illegible] the writt dated the Ninth day of Aug.st 1727 which action was originally brought at the last Inferiour Court at Springfield on the last Tuesday of August last and continued to this Court It is now further Considered by the Court that the same be further continued to the Next Inferiour Court of Common Pleas to be held at Northampton for s.d County on the first Tuesday of March next the s.d Collins being now a Representative for the Town of Enfield

Ely v. Evans

John Evans of Springfield in the County of Hampshire Taylor having Commenced an Action [illegible] against [illegible] Defendant [illegible] But [illegible] It is Considered by the Court that the s.d Ely shall Recover ag.st the s.d Evans Costs of Court taxed at [illegible] pounds Nine Shillings

Anno R.R. 9.to Georgij Secundi Angliae Britanniae &c. Nono
At an Inferior Court of Common Pleas Held at Northampton within and for the County of Hampshire on the first Tuesday of March being the Fifth day of Instante Domini 1727/28.

Present
Sam.l Partridge
John Stoddard
John Ashley
Henry Dwight
Esq.rs
Justices of Court

Jury of Inquest returned and sworn in the Day & Year aforesaid for Trial of the Action Eben.r Strong, Cornelius Sheldon, Ralph Wright, Joseph Lyman, Benj.n Dickinson, Edwyth Dickinson, Jno. Dickinson, Nathan.l Hubbard, John Lyman, Abraham Morton

Allexander Allin of the town of Windsor in the County of Hartford in the Colony of Connecticut Shopkeeper Plantiff Versus Nathan.l Ordway of Sheffield in the County of Hampsh.r BrickLayer Def.t Matter of the Case for that the Def.t ought to Pay to the Plaintiff the Sum of two pounds four shillings and two pence Due from the Def.t to the Plaintiff as Plaintiff by Writ Appears the non Payment of which is to the damage of the Plaintiff was originally brought at the Inferior Court of Common Pleas Held at Northampton aforesd on the First Tuesday of December last & then Continued to this Court — the Plaintiff now appearing in Court & the Def.t being three times called made default of appearance — It is therefore considered by the Court that the Plaintiff shall Recover ag.t the Def.t the Sum of two pounds four shillings and two pence debt and Cost of Court taxed at three pounds Nineteen shillings — Execution Issued Out Octo.r 14.th 1728

Allin
vs
Ordway

Ebenezer Gamsey of Durham in the County of Hampshire and Colony of Connecticut Cordwainer Plantiff Versus George Swan of Sheffield within the County of Hampsh.r Husbandman Def.t Matter of Debt for that the Def.t Ought to Pay to the Plaintiff the Sum of twenty five Pounds in money which is justly Due from the Def.t to the Plaintiff by his Obligation in writing obligatory well Sealed with his hand and Seal Dated the Sixteenth day of March 1727 — If the Bond in Court to be Produced Plaintiff may Appear the non Payment of which is to the Damage of the Pl.t Eben.r Gamsey as he saith the Sum of twenty five pounds with other Due Damages — The Plaintiff Appeared in Court & Def.t being three times called made default of appearance — It is therefore considered by the Court that the Plaintiff shall Recover ag.t the Def.t the Sum of Thirteen Pounds two shillings being the just Debt by the Plaintiff bond and Cost of Suit ag.t the Def.t taxed at five pounds one shilling & six pence Therewith which the Def.t by his Attorney Dwight appeared in Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampsh.r on the fourth Tuesday of September next the Def.t by his Attorney aforesd and Jacob Lawton of Springfield aforesd and John Lawton of Hampton aforesd his Sureties in the Appellants behalf Appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of thirty pounds to be well and truly Paid to the Appellee in Case the Appellant failed of Prosecuting his Appeal with effect and of Obeying and Performing the Order of the Court thereon and of Paying and Satisfying all intervening Damages occasioned to the Appellee by his being Delayed with additional Cost in Case the Judgment be Affirmed

Gamsey
vs
Swan

Atherton Mather of Sheffield in the County of Hampsh.r aforesd Gent.n Plantiff Versus John Arnold of Mansfield in the Colony of Connecticut Gent.n Def.t Matter of the Case for that

Mather
vs
Arnold

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Allen
vs
Arnold

That the Defendant
Comes Neglects and Refuses to Deliver to the Pltff a certain Blank Deed of Land Concerning
one Thousand Acres of Land at a Place called Bedford Lying and Situate Near Deerfield Bounded
which Deed the Defdt Rec. of the Pltff as by a Certain Rec.t Bond the Defdt Gave Which
Bears Date Mansfield Feb.y the Eleventh Anno Dom. One Thousand Seven
Hundred and Twenty Seven & Therefore Pltff Produced will Appear How the
Pltff In fact Saith that he Hath Demanded the same Deed of the Defend.t and
that he Hath Failed to Deliver it to the Pltff Upon Delivery Whereof to the
Damage of the Pltff Ten Arnold Pounds with the Sum of One Thousand Pounds Other Damages
The Pltff Appeared in Court But the Defdt being three times Called made Default
of Appearance The Court Upon Consideration Thereof Do Continue the Entering
up Judgm.t in this Action to the next Inferior Court of Common Pleas to be Held at Springfield
within and for the County of Hampshire, on the Third Tuesday of May next

Kellum
vs
Old

Daniel Killlum of a Certain Place Called Scatticook Foundry of the City and County of Albany
in the Province of New York Yeoman Plantiff Versus Robert Old of Mansfield County of
Springfield in the County of Hampshire Innholder Defend.t Made Case of Debt That the Defdt
though often thereunto Requested Denyed and Neglected to Pay to the Pltff the Sum of Eighty Pounds
Current money of the Province of New York Debt Upon a Bond Obligatory Under the Defdts hand
and Seal Dated May the Thirteenth Anno Dom 1722 as the Court Stated the 13 day
of Decem. 1727 at Large more Fully is set forth The Pltff by his Attorney Clerk
Jacob Lawton Appeared in Court But the Defdt being three times Called made
Default of Appearance It is therefore Considered by the Court that the Pltff have
Recover against the Defdt the Sum of Sixty Pounds Thirteen Shillings and Eight Pence Cur.t
money of New York Debt and Costs of Suit Taxed at Five Pounds Three Shillings and
Eight Pence
Execution Issued out January 30th 1728/9

Trumble
vs
Old

Joseph Trumble Trader of Lebanon in the County of Northampton in the Colony of Connecticut Yeoman
Plantiff Versus Robert Old of Springfield in the County of Hampshire Trader Defdt Plead Case of
Debt for not Paying to the Pltff the Sum of Five and Twenty Pounds in good and Current money of
New England Due by one Bond under the Defdts hand and Seal Dated the Sixth day of January Anno
Dom 1727 as the Court more Particularly is set forth The Pltff by his Attorney Christo-
pher Lawton Appeared in Court But the Defendant being three times Called made Default of
Appearance It is therefore Considered by the Court that the Pltff Recover against the Defdt
the Sum of Thirteen Pounds Three Shillings and Ten Pence Debt and Costs of Suit Taxed at
Five Pound Three Shillings
Execution Issued out Aug. 22 1728

Parsons
vs
Old

Caleb Parsons of Springfield in the County of Hampshire Husbandman Pltff Versus Robert
Old of Springfield aforesaid Trader Defendant Made Plea of the Case for that the Defdt by his
Certain Note under his hand well Executed Dated Springfield June the Sixth Anno Dom 1727 Did promise
and Obledge himself to Pay to the Pltff the Just Sum of Three Pounds Current money of New England
with Interest Coming from the Defdt to the Pltff When Lawfully Demanded
for the non Payment of which to the Damage &c The Pltff Appeared in Court But the
Defdt being three times Called made Default of Appearance It is therefore Considered
by the Court that the Pltff Recover against the Defdt the Sum of Nine Pounds Debt and
Costs of Suit Taxed at Two Pounds Six Shillings
Execution Issued Out Oct. 16 1728

Hastings
vs
Austin

John Hastings of Springfield in the County of Hampshire Gent.n Pltff Versus Anthony Austin
Carpenter late of the Town of Kingsfield Carpenter Defend.t Made Case of Debt to the Pltff
of Three Hundred Pounds Current money of New England Due from the Defdt to the Pltff by
one Bond in writing under the Defdts Hand and Seal Duly Executed and
Dated the Twenty Eighth day of July Anno Dom 1726 as the Bond Appears

And

and yet the Deft. neglects to pay the same to the Pltff. which is to the Damage of the Pltff. as he saith the sum of one hundred pounds with other Dues and Damages. Wherefore the Pltff. by his Atty. Mr. Jacob Lawton appeared in Court. But the Deft. being three times called made default of appearance. It is therefore considered by the Court that the Pltff. shall recover against the Deft. the sum of eighty five pounds sixteen shillings and three pence being the sum sued in the Bond and costs of suit. Pltff. taxed at two pounds six shillings and six pence. Either side within the time by his Attorney Mr. Anthony Stoddard, Esq. for appeal in and appeal from the Judgment of this Court to the next ensuing Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next then & there Anthony Stoddard Attorney as principle, John Kent physicalbondsman and Mr. Jacob Lawton of Springfield aforesaid as surety in the appellant behalf appeared in Court and acknowledged themselves to be jointly and severally indebted to the appellee in the sum of twenty pounds to be well and truly paid to the appellee in case the appellant fails to prosecute his appeal with effect and of abidance and performing the order of Court thereon and of saying and satisfying all intervening damages occasioned to the appellee by his default, besides with additional costs in case the Judgment be affirmed.

Joseph Ellis of Hartford in the County of Hartford yeoman Plaintiff versus Nathaniel Allen of Springfield in the County of Hampshire husbandman Defendant. In a plea of the case dated the 15th of February 1727/28 and upon which the action is by the application of this Court continued to the next inferior Court to be holden at Springfield within and for the County of Hampshire on the third Tuesday of May next.

James Dorton of Hartford in the County of Hartford shopkeeper Plaintiff versus Theophilus Norton of Suffield within the County of Hampshire yeoman Defendant. In a plea of debt to the sum of forty pounds current money, Pltff. claims due from the Deft. to the Pltff. by one Bond in writing obligatory under the Deft.'s hand and seal duly executed and dated the 23rd of January 1724/5. As the Bond appears and yet the Deft. neglects to pay the same to the Pltff. which is to the damage of the Pltff. as he saith the sum of forty pounds with other due damages. The Pltff. by his Attorney Mr. Jacob Lawton appeared in Court. But the Deft. being three times called made default of appearance. It is therefore considered by the Court that the Pltff. shall recover against the Deft. the sum of twenty four pounds seventeen shillings being the principal sum in the Bond and costs of suit as by bill taxed at two pounds fifteen shillings and six pence. Either side within the time by his attorney Mr. Pelatiah Mills appeared in Court and appealed from the judgment of this Court to the next ensuing Court of Judicature to be holden at Springfield within and for the County of Hampshire on the sixth day of September next. Then & there Mr. Mills as principle, John Kent and Anthony Ingersoll of Suffield aforesaid as surety in the appellant behalf appeared in Court and acknowledged themselves to be jointly and severally indebted to the appellee in the sum of thirty five pounds to be well and truly paid to the appellee in case the appellant fails to prosecute his appeal with effect and of abidance and performing the order of Court thereon and of saying and satisfying all intervening damages occasioned to the appellee by his default, besides with additional costs in case the Judgment be affirmed.

John Beauchamp of Hartford in the County of Hartford in the Colony of Connecticut shopkeeper Plaintiff versus Benjamin Litton of Deerfield in the County of Hampshire house carpenter Defendant. In a plea of debt to the sum of three pounds current money of New England due by one bond under the Deft.'s hand and seal dated the 28th day of July 1726 as by the said instrument large is set forth. The Pltff. by his Atty. Mr. Jacob Lawton appeared in Court. But

Hayden

Dickinson

Dorton vs Norton

Beauchamp vs Litton

Swan vs Swan } But the Deft being three times called made Default of appearance — It is therefore by the Court considered that the Pltff shall Recover of the Deft the sum of Nineteen Pounds three Shillings and six pence — costs of Court taxed at three pound five shillings and six pence — Execution Issued out Septbr 30. 1728 —

Beauchamp vs Mather } John Beauchamp of Hatfield in the County of Hartford Shopkeeper Plantiff versus William Mather of Sheffield in the County of Hampshire Yeoman Defendt — Made a Plea of the Case for that the Deft ought to pay to the Pltff the sum of Nine pounds one Shilling and Ten pence due from the Deft to the Pltff on Acct to the attachmt annexed appears which is to the Damage of the Pltff John Beauchamp as he saith the sum of Eighteen pounds with other due Damages — The Pltff by his attorney Mr Thos Jacob Lawton appeared in Court But the Deft being three times called made Default of appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Nine pounds one Shilling and ten pence Debt and Costs taxed at Twelve pound Eighteen shillings and six pence — After all which the Deft by his attorney Mr Jonathan Ashley appeared in Court and appealed from the judgmt of this Court to the Hon Inferior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept. The Bill of Costs of the appellants behalf appeared in Court and acknowledged themselves to be jointly and severally bound to the appellee in the sum of thirty five pounds to be well and truly to the appellee or the appellant and his heirs executors or administrators to prosecute his appeal with Effect and evidence and for paying the costs of the Court the costs and charges of keeping and maintaining the Damages occasioned to the appellee by his being debarred of Judgmt with additional costs in case the Judgmt be confirmed —

Porter vs Wood } Eleazer Porter of Hadley in the County of Hampshire Gent Plantiff versus Nathan Wood of Brookfield in the County of Hampshire Jun. Yeoman Defendt — Made a Plea of the Case and it is for the Recovery of Seven pounds Seven Shillings and five pence in money and Damages Deft Justly due from the Deft to the Pltff by Book as per a Bill of Parcels Dr to Copy of the Book annexed to the writ appears — The Pltff appeared in Court But the Deft being three times called made Default of appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Seven pound Seven shillings and five pence Debt and Costs of Court taxed at Three pound two shillings — Execution Issued out May 22. 1728

Porter vs Beaman } Eleazer Porter of Hadley in the County of Hampshire Gent Plantiff versus Josiah Beaman of Brookfield in the County of Hampshire Yeoman Defendt — Made a Plea of the Case Debt Thirteen pounds six shillings and three pence — Damages Date April 28th 1726 as appears more particularly is set forth — The Pltff appeared in Court But the Deft being three times called made Default of appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Fourteen pounds five shillings and three pence Debt and Costs taxed at Three pound one shilling and six pence — Execution Issued out May 22. 1728

Billing vs Ewsworth } Samuel Billing of Hatfield within the County of Hampshire Husbandman Plantiff versus Jonathan Ewsworth of Windsor in the County of Hartford in Connecticut Gent Defendt — Plea of the Case for that the Deft being to pay to the Pltff the sum of Twenty three pounds in Silver Bills of Credit due from the Deft to the Pltff by order not the Deft had date June the 7th 1727 payable

On Demand is the Plaintiff's Action appear the Defendant Judgment is to the Demand of the Plaintiff and Billinges recovered against thirty Pounds in the Defendant —

The Plaintiff appeared Plaint but the Defendant being three times called again demanded appearance, It is the Judgment of the Court that the Plaintiff shall Recover against the Defendant thirty Pounds Debt the Costs of Suit and Costs of Witnesses Excepted

After all which the Defendant by his Attorney Mr. Lawrence appeared in Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be held at Ipswich for the County of Essex the Tuesday Eighteenth Day of March next the Defendant Principle and Mr. Nathan Stevens and Mr. Nathan Stevens of the County of Hampshire Yeoman Sureties to the Appellants Behalf appeared in Court and Acknowledged themselves to be Bound in a Penalty Three Pounds Ten Shillings Money to be levied upon their Goods and Lands to the Appellee in case the Appellant failed of Prosecuting his Appeal with Effect and of Standing and performing the Order of Court the Defendant Regularly Tendered Daily Pending Intervening Damages Awarded to the Appellee in this Cause Day with additional Costs in Law the Defendant Discharged

Joseph Jennings of Brookfield in the County of Hampshire Yeoman having Commenced Suit in Action against Jonathan Hurst of Brookfield aforesaid Carpenter and Discontinuing the same It is Considered by the Court that the Plaintiff Hurst shall Recover against said Joseph Jennings Costs Taxed at One Pound Twelve Shillings —

Daniel Bagg of Westfield in the County of Hampshire Yeoman Plaintiff Joseph Taylor of Westfield aforesaid Blacksmith Defendant Made Plea of Replevin and Demand for that the Plaintiff Joseph Taylor Ought to Deliver to the Plaintiff Daniel Bagg Possession of a certain Piece or Parcel of Land Lying and being in the Township of Westfield aforesaid and situate in the Meadow Commonly Called the Clay and Bounded as follows viz. Northerly on the Highway and Westerly on the Land that was Elias Root's deceased Southerly on the Land of John Noble and easterly on the Land of Jonathan Root Containing by Estimation four Acres and Half Moreover Twenty Rods Bounded or Reputed to be Bounded with the Appurtenances and Priviledges thereto belonging or appertaining all Ingrate fully forfeit to and of Right becomes the Property of the Plaintiff Bagg by Virtue of One Deed of Mortgage Dated the Ninth Day of the Plaintiff to Joseph Taylor bearing Date the Thirteenth Day of Aug. 1725 for Not to the Plaintiff Daniel Bagg the full and Just Sum of Twenty Pounds Lawful Money of the Province of the Massachusetts Bay at or before the first Day of Aug. then Next Ensuing the Date of the Mortgage with the Lawfull Interest from the Date of the Mortgage as by the Deed of Mortgage to be produced more fully appears Whereby the Piece or Parcel of Land with the Appurtenances are fully forfeited to the Plaintiff Daniel Bagg and yet the Defendant Joseph Taylor Hath Hitherto Denied and still Doth Deny to Deliver to the Plaintiff Daniel Bagg the Possession of the premises Land and Premises which is to the Damage of the Plaintiff as he Saith Wherefore he the Plaintiff appeared in Court by Attorney and the Defendant being three times called and Default of Appearance

It is therefore Considered by the Court that the Plaintiff shall Recover against the Defendant Thirty Pounds Fourteen Shillings and Sixpence being the Principle and Interest Due on the Mortgage to the Date hereof and that the Plaintiff Recover Possession of the Premises and the Appurtenances and Costs Taxed at Two Pounds Sixteen Shillings Six Pence and that Execution be Accordingly Issued forthwith

Execution Issued Oct. March 1. 1728/9

Daniel Bagg of Westfield in the County of Hampshire Husbandman Plaintiff Against Benjamin Bagg of Springfield in the County of Hampshire Husbandman Defendant Made Plea of Debt to the Plaintiff

Ward vs Wadleigh

of Twenty Eight Pounds Ten Shillings lawful money of the Province Due by Bond Obligatory
and the Def. hand and Seal bearing date Aug. 29th 1727 in the Plaintiff's Court Ready to
be produced to appear whether the Def. had Paid to any person or persons Requisite
Vouchers which are their Mark of the Plaintiff's Bill Bearing Date the Twenty
Pounds with the Due Damages — The Plff appeared in Court but the Def.
being three times called made Default of Appearance — It is therefore considered by
the Court that the Plff shall Recover against the Def. the Sum of Fourteen Pounds
twelve Shillings and six pence being the Just Sum in the Second Count of
Said Bill besides Two Pounds Sixteen Shillings — After all which the Def.
his Attorney Mr. Jacob Sawyer appeared in Court and appealed from the Judgment
of this Court to the next Superior Court of Judicature to be holden at Ipswich within
and for the County of Hampshire on the 7th instant Upon which the Said
Attorney gave Security John Williams of Westfield Esqr. and Robt. Oldham of
Westfield aforesaid Yeoman Sureties in the Appellant's behalf appeared in Court and
acknowledged themselves to be Jointly and Severally indebted to the Appellee in the
Sum of Thirty Pounds to be levied and Truly Paid to the Appellee
in case the Appellant fails to prosecute his Appeal with Effect and to abide
and performing the Order of Court therein and Paying and satisfying all Intere-
-sting Damages and Costs to the Appellee by reason of his Delay with additional
Costs in case the Judgment be confirmed.

Fairfield vs Ebbins

Samuel Fairfield of Northampton County of Hampshire Yeoman Plaintiff Verses
Benjamin Ebbins of Hinsdale in said County Tanner Defendant in a Plea of the Case for the
the Def. Detention of Right the Plff the Sum of Three pounds Ten Shillings in Bills of Credit due
from the Def. to the Plff by the Note in writing under the Def. Hand the 8th of Aug. 1727
as the writ more at large doth set forth — The Plff appeared in Court but the Defendant
Being three times called made Default of Appearance — It is therefore considered by
the Court that the Plff shall Recover against the Def. the Sum of Three pounds ten Shillings Debt
and Costs of Court taxed at Two Pounds Fourteen Shillings and Six pence
Execution granted April 22. 1728.

Dwight & al vs Old

Henry Dwight of Hatfield in the County of Hampshire Yeoman Plaintiff Verses Robt. Old
of Springfield in the County aforesaid Yeoman Defendant in a Plea of the Case
for that the Def. by his Promissory Note in writing under his Hand and Seal bearing date
Dated
Lawful money of New England which Justly expected the Def. to have paid to the Plff
Debts or Land Pro Rata at Market Price by the 1st day of Novemb. 1727 and Delivered to the Plff
10th 1726 as by the Plff in the Court to be produced shall more fully appear the non
payment whereby to the Damage of the Plff Henry Dwight shall accrue the Sum of
Thirty Eight Pounds with Interest and Damages — The Plff appeared in Court
but the Def. being three times called made Default of Appearance — It is
therefore considered by the Court that the Plff shall Recover against the Def. the Sum
of Nineteen Pounds Eleven Shillings and Eleven pence Debt and Costs of Suit as
taxed two Pounds Eleven Shillings — After all which the Def. appeared
in Court and appealed from the Judgment of this Court to the next Superior Court of Judica-
-ture to be Holden at Ipswich within and for the County of Hampshire on the
fourth Monday of April next, the Appellant's Principal Jacob Sawyer
of Westfield and Joseph Ashley of Westfield both in the County of Hampshire aforesaid
in the Appellant's behalf appeared in Court and acknowledged themselves to be
Jointly and Severally indebted to the Appellee in the Sum of Forty Pounds to be
well and truly Paid to the Appellee in case the Appellant fails of Prosecuting
his Appeal with Effect and abiding and performing the Order of the
Court therein and satisfying and satisfying all interesting Damages and Costs
to the Appellee by reason of his Delay with additional Costs in case the Judgment
be confirmed.

Horton & al vs Wheeler

John Horton of Springfield in the County of Hampshire Yeoman Plaintiff
Verses Jacob Wheeler of Westfield in said County Yeoman Defendant in a Plea of the
Case for that the Def. by a certain Note in writing under his hand duly executed
Dated

Date November the first anno Dom 17[illegible] it appeared to the Court by the Sheriff's Return to the writ the Defendant was served with a copy of the writ and the Plaintiff appeared in Court but the Defendant being three times called made default of appearance — It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of Sixteen pounds five shillings and six pence — / Execution issued Feb 5 [illegible]

Hasen vs Hasen

John Fairbury of the Township of Canterbury in the County of Hampshire within the province of New York Gentleman Plaintiff Versus Robert Gale of Springfield in the County of Hampshire aforesaid Defendant Plea of Debt for the sum of Twenty pounds Current money of New England according to a certain Note of hand under his hand bearing date the twenty sixth day of November Dom 1725. Payable to the Plaintiff or order on demand Witness Jacob Lewis and Thomas Lewis Witnesses thereunto Subscribed Which Note the said Plaintiff Declared to be Due and Unpaid and Damage Sixty shillings Lawful money of New York and for the last day of April next ensuing the date thereof as appeared by the said Note to be Due and Payable and the said Plaintiff Declared that the said Defendant hath not Paid the same but Part thereof as Caused the same to be Due and Unpaid to the said Plaintiff the Nonpayment of which is to the Damage of the said John Fairbury as he saith to the Damage of Twenty pounds with the Costs and Damages — The Plaintiff (by his Attorney) (in Place and Stead) and the Defendant appeared in Court — The Defendant Pleaded that he owed the Plaintiff nothing as set forth in the writ — In this Action the Evidences being produced in Court and Read and the Reason both Sides being Heard and all things touching the same being fully Debated it was Committed to the Jury (John Day being Foreman) who Returned their Verdict upon oath that they find for the Plaintiff the sum of Twenty three pounds New York money and Costs of Court — It is therefore considered by the Court that the Plaintiff shall Recover against the Defendant the sum of Three pounds New York money Debt and Costs taxed at Three pound Eight shillings

Fairbury vs Gale

Josiah Sheldon of Sutton in the County of Hampshire Shopkeeper Plaintiff Versus Andrew Bayley of Springfield in the County of Hampshire House Carpenter Defendant Plea of Debt for not paying to the Plaintiff the sum of Eighteen pounds Law money of New England Ducty bound under the Defendants hand Dated Northampton Ninth day June Dom 1725 Originally made Payable to Jacob Lewis of Danbury Esq the said moral Large is set forth the Plaintiff appeared in Court but the Defendant being three times called made Default of appearance — It is therefore considered by the Court that the Plaintiff shall Recover against the Defendant the sum of Ten pound and Eighteen pence Costs of Court taxed at Two pound Nineteen shillings. Execution issued Feb 12th 1728/29

Sheldon vs Bayley

Benjamin Sheldon of Northampton in the County of Hampshire Yeoman Plaintiff Versus John Brooks of Springfield in the County of Hampshire Taylor Defendant Plea of the Case Without the Defendant by a certain Note under his hand Dated Springfield Aug the 16th Anno Dom 1727 Stood bound himself to pay to the said Plaintiff or order on demand the sum of four pounds sixteen shillings in money at the said Plaintiff's house with the above said Note is stated and that the Defendant hath always hitherto neglected to pay the same the non payment of which is to the Damage &c The Plaintiff appeared in Court but the Defendant being three times called made Default of appearance — It is therefore considered by the Court that the Plaintiff shall Recover against the Defendant the sum of Four pound sixteen shillings Costs and Costs of Court taxed at two pound Eight shillings &c

Sheldon vs Brooks

John Huggins of Springfield in the County of Hampshire Gentleman Plaintiff Versus Benjamin Stevens of Hatfield aforesaid Yeoman Defendant Plea of Debt to the sum of One Hundred and Thirteen pounds in Indian money of a certain Bond Bearing date the Defendant to the said Plaintiff in one hundred and twenty pounds Lawful money Executed and Dated the Twenty fourth day of May Anno Dom 1727. As the Court appears and not

Huggins vs Stevens

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Hastings v Avery — The said Deft neglected to pay the same to the Plt the non Paym^t of which is to the Damage of the said John Higgins as he saith the sum of two hundred pounds with other Due Damages — the Plaintiff by his Attorney Mr. Joseph Dwight appeared in Court &c but the Deft being tho' [illegible] made Default of appearance — It is therefore Considered by the Court that the Plt shall Recover of the Deft the sum of Fifty Eight pounds six shillings and four pence Debt being the Just [illegible] and Costs of Suit as p Bill taxed at Two pounds and four shillings — Execution Issued out March 30th 1728 —

Ingersole v Kellogg — David Ingersole of Springfield in the County of Hampshire Shopkeeper Plantiff Versus Ezekiel Kellogg of Hadley in the County of Hampshire [illegible] Deft. In a plea of the Case as p the writ dated the 19th day of February last Large is set forth — the Plt appeared in Court and withdrew his action — It is therefore Considered by the Court that Deft shall Recover of the said Plt Cost [illegible] thirteen shillings —

Ingersole v Kellogg — David Ingersole of Springfield in the County of Hampshire Shopkeeper Plantiff Versus Ezekiel Kellogg of Hadley in the County of Hampshire [illegible] Deft in a plea of the Case as p the writ dated [illegible] at Large is set forth — the Plt appeared in Court and withdrew his action — It is therefore Considered by the Court that the Deft Shall Recover ag^t the Plt Cost of Suit taxed at Thirteen Shillings —

[illegible] v Bishop — Thomas Kimme of Hartford in the County of Hartford in the Colony of Connecticutt [illegible] Plantiff Versus [illegible] Bishop of Enfield within the County of Hampshire [illegible] Defend^t. In a plea of the Case for that the Deft denies to pay to the Plt the full and Just sum of [illegible] pounds [illegible] due to the Plt by [illegible] promissory Note in writing by [illegible] Executed under the Deft's hand Dated [illegible] the first 1727 — and [illegible] to the Plt within Four Months then Next ensuing the Date of said Note [illegible] the said Note appears the Non Paym^t of which is to the Damage of the said Thomas [illegible] as he saith the sum of Sixteen Pounds with other Due Damages. The Plt and Deft appeared in Court — the Deft [illegible] that the Plt in this action ag^t him ought not to Recover because he saith that the Plt Rec^d of the Deft [illegible] between them made — the [illegible] day of [illegible] full Satisfaction for the Damage of waiting for his money [illegible] mentioned [illegible] and therefore ought to be barred [illegible] time of [illegible] pleads sufficient [illegible] the [illegible] Evidences being produced in Court and the Reason of both sides being heard and all things touching the same [illegible] it was Committed to [illegible] Jury [illegible] Returned their verdict upon oath that they find for the Plt [illegible] Cost — It is therefore Considered by the Court that the Plt shall Recover of the Deft the sum of [illegible] Debt and Cost of Suit [illegible] at four pounds thirteen shillings and six pence — The Deft by his Atto^y Joseph Dwight appealed from the Judgm^t of this Court to the next Superior Court of Judicature to be held at [illegible] within and for the County of Hampshire on the [illegible] Tuesday of [illegible] next [illegible] Principal [illegible] Anthony [illegible] of [illegible] in the County of Hampshire [illegible] Sureties [illegible] in the Appeal [illegible] to the Appellant [illegible] in the sum of thirty [illegible] pounds [illegible] that the Appellant [illegible] prosecuting his appeal with Effect and [illegible] and [illegible] Costs [illegible] all intervening Damages [illegible] with additional Cost [illegible] the Judgm^t be Affirmed

Thrall v Marshall — Sarah Thrall [illegible] Keeper both of [illegible] for in the County of Hartford and Colony of Connecticutt [illegible] to the [illegible] Thrall [illegible] Plantiffs Versus Edmund Marshall of Enfield within the County of Hampshire [illegible] Deft. In a plea of the Case for that the Deft Denies to [illegible] pay [illegible] pounds [illegible] and [illegible] going from the [illegible] to the Plts [illegible] by book [illegible] the [illegible] to the writ annexed appears the non Paym^t of which is to the damage of the said Sarah Thrall and [illegible] Thrall in the Capacity afores^d as they say the sum of Eight pounds with other Due Damages —

the Pltff [illegible] thereof [illegible] Richard [illegible] and [illegible] [illegible] Wright) appeared in Court & the Defᵗ Pleads that the writt ought to abate & [illegible] the Pltff nothing [illegible] his proper addition being called Yeoman whereas he should be called shipwright — It is [illegible]
therefore Considered by the Court that the writt [illegible] abate and that the Defᵗ shall
Recover agᵗ the Pltff Costs of Sux [illegible] pound two shillings — The Pltff
by their attorney appeal from the Judgmᵗ of this Court to the Next Supᵉ Court of Judicature to
be Holden at Springfield within and for the County of Hampshire on the [illegible] [illegible] of
Septemʳ Next the Pltffs attorney [illegible] Anthony [illegible] [illegible] and Robert
[illegible] of Springfield aforesᵈ as Sureties in the app[illegible] [illegible] appeared in Court and
acknowledged themselves to be Joyntly and severally Indebted to the appellee in the Sum
of fifteen pounds to be [illegible] [illegible] to the appellee In Case the appellants [illegible]
of Prosecuting their appeal with Effect [illegible] [illegible] [illegible] and Performing the order of said
Court thereon and of Paying and Satisfying all [illegible] [illegible] Damages occasioned to the
appellee by his being Delayd with [illegible] [illegible] Costs In Case the Judgmᵗ be affirmed

Thrall v Collins

Sarah Thrall Gentlewoman and William Thrall Shopkeeper both [illegible] in the
County of Hartford and Colony of Connecticutt Executors to the Last will and Testament of Capᵗ
Timothy Thrall of Windsor aforesᵈ Shopkeeper Deceased Plantiffs Versus [illegible] Collins
of Enfield in ye County of Hampshire Gentⁿ Defenᵈᵗ In a Plea of Debt as by the writt Dated
the 7ᵗʰ day of Februᵃʳʸ Last at Large is set forth The Pltffs by their Attorney [illegible]
[illegible] [illegible]) and the Defᵗ by his Attorney [illegible] [illegible] Lawton) appeared In Court
the Defᵗ Pleads in Barr of this action as by the [illegible] [illegible] on file — It is by
the Court Considered that the Pltffs of this action Shall be Barred and that the
Defᵗ shall Recover agᵗ the Pltffs Costs of Court taxed at Three Pound [illegible] [illegible]
Execution [illegible] 2ᵈ 1725 [illegible]

Thrall v Colton

Sarah Thrall Gentlewoman William Thrall Shopkeeper both of Windsor in the County
of Hartford and Colony of Connecticutt Executors to the Last will and Testament of Capᵗ Timothy Thrall
of Windsor aforesᵈ Shopkeeper Deceasᵈ Plantiffs Versus Benjamin Colton [illegible] in the
County of Hampshire Husbandman Defendᵗ In a Plea of Debt to the Sum of [illegible] pound [illegible]
money of New England [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] dated the 13ᵗʰ day of
Januᵃʳʸ 1721/22 more at Large is set forth The Pltffs by their attorney [illegible] [illegible]
[illegible]) Appeared In Court But the Defᵗ being three times Called made Default of
Appearance It is therefore Considered by the Court that the Pltffs shall Recover agᵗ
the Defᵗ the Sum of
Debt And Costs of Court taxed at Two Pound thirteen shillings

Sarah Thrall Gentlewoman and William Thrall Shopkeeper both of Windsor in the County
of Hartford and Colony of Connecticutt Executors to the Last will and Testament of Capᵗ Timothy
Thrall of Windsor aforesᵈ Shopkeeper Deceasᵈ Plantiffs Versus John Old of Suffield In
the County of Hampshire Mason Defendᵗ In a Plea of Debt for that the Defendᵗ Denies to Pay
to the Pltffs in the Capacity aforesᵈ the Sum of thirty two Pounds Ten shillings Currant
Lawfull money of New England [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] aforesaid [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] dated the 8ᵗʰ day of [illegible] 1718
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
[illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the Sum of fifty pounds [illegible] [illegible] [illegible]
the Pltffs by their attorney [illegible] Appeared In Court But the Defᵗ being [illegible]
times Called made Default of Appearance It is therefore Considered by the Court that the Pltffs
Shall Recover agᵗ the Defᵗ the Sum of Twenty three Pounds Eleven shillings [illegible] [illegible]
Being the [illegible] Sum [illegible] on the Bond as Debt [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
shillings — After [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] appeared in
Court [illegible] appeal from the Judgmᵗ of this Court to the Next [illegible] Court of Judicature to be Holden
at Springfield within and for the County of Hampshire on the [illegible] [illegible] of [illegible] Next
Their attorney [illegible] Anthony [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]
Springfield [illegible] as Sureties in the appellants Behalf Appeared In Court and acknowledged
themselves to be Joyntly and severally Indebted to the appellee In the Sum of Forty Pounds
[illegible] [illegible] Paid to the appellee [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] with Effect
[illegible] Performing the order of said Court thereon and [illegible] Paying and Satisfying all Damages
[illegible] to the appellee by his being Delayd with [illegible] Costs In Case the Judgmᵗ be Affirmed

Thrall vs Elliot

William Thrall of Windsor in the County of Hartford in Connecticut Shopkeeper &c
Plaintiff Complaining against Elias Elliot late of Suffield in the County of Hampshire Husbandman Defendant &c
in a Plea of the Case for that the Defendant on the Eighth day of Novembr 1724 at Hartford aforesaid
at the Court hereunto adjacent Did promise to pay the Plaintiff Two Pound two Shillings and
Sixpence in money or Flax & Cheese upon the Demand of the Plaintiff Dated the first of November 1724
as by the said Note at Large appears with — The Plaintiff by his Attorney Nathaniel Stillman
Jun. Esq. Complains that the Defendant being three times called made Default of Appearance
Wherefore Considered by the Court that the Plaintiff shall recover against the Defendant the sum of
Two Pound Thirteen Shillings — and also the Cost of Court taxed at Two
Pound Thirteen Shillings

Thrall, Thrall

William Thrall Shopkeeper in his own Right and Sarah Thrall gentlewoman and Deacon
Hezekiah Gaff the Son of Hezekiah Gaff late of Suffield aforesaid Husbandman Plaintiffs
complaining against Elias Elliot late of Suffield aforesaid Hartford Inch
Defendant in a Plea of Trespass for that the said Defendant on the Twelfth day of
Infolidum Continued by Adjournment ---------- the Twenty Seventh day of
[illegible]

Land of Richard Woolsey [illegible]

Hundred pounds as by the Recog-
[illegible] appears at which Court in September
[illegible] are damnified
[illegible] Land above
[illegible] Hundred Pounds
[illegible] made Default of Appearance
[illegible] Hundred Pounds

Sarah Thrall gentlewoman William Thrall shopkeeper both of the County of Hartford and Colony of Connecticut Creditors to the estate of Captain Thomas Thrall late of Hartford aforesaid deceased [illegible]

William Thrall gentleman [illegible] Thrall

Sarah Thrall gentlewoman William Thrall shopkeeper both of the County of Hartford and Colony of Connecticut Creditors to the estate of Captain Thomas Thrall late of Hartford aforesaid deceased [illegible]

Sarah Thrall gentlewoman William Thrall shopkeeper both of the County of Hartford and Colony of Connecticut Creditors to the estate of Captain Thomas Thrall late of Hartford aforesaid deceased [illegible]

[illegible]

[illegible] Damages occasioned by the appellants [illegible] Costs and Expenses in defending the Judgment be affirmed

[illegible]

[illegible]

[illegible]

William Drake [illegible]

[illegible] Stephen Clapp [illegible]

[illegible] Pounds [illegible] the Cutting Pocket 1727 [illegible]

[illegible] Barbarians [illegible]

[illegible] shall Recover against the [illegible]

[illegible] Hampshire [illegible]

[illegible] Joseph [illegible] for the appellants [illegible]

[illegible]

William [illegible] John [illegible] Pounds Five Shillings [illegible] Barbarians [illegible] appeared but the [illegible] Recover against the [illegible] repeat the [illegible] 1748

[illegible] Richard [illegible] Whereas [illegible] Nobles [illegible] Promise [illegible] for Belgath [illegible] Seven Shillings and Ten Pence

[illegible]

Thomas [illegible] Hampshire [illegible] 24 day of [illegible] Brattleboro [illegible] shall abate and [illegible] Recover against the [illegible] Pounds [illegible] at one Pound [illegible]

[illegible] Hampshire [illegible] George Springer [illegible] Hampshire [illegible] Office [illegible]

Date of the note
[illegible]

First Day of Sept. 1725

[illegible]

Deft the Sum of Eight [illegible]

Execution ye 27 Febr. 1729

[illegible]

Affirmed

[illegible]

On Sureties in the Appellants Behalfe

[illegible]

Joseph Dwight of Brimfield in the County of Hampsh. [illegible] Plt. contra
Ebenezer Leonard of Springfield [illegible] within the County of Hampsh. [illegible] Deft.
in a Plea of the case [illegible] the Plt. [illegible] the Deft. [illegible] 19
Aug. 27. 1727 [illegible]
[illegible] the Deft. [illegible] made Default of appearance.
It is therefore Considered [illegible] Recover ag. the
Deft. the sum of [illegible] Deb. & the Cost [illegible]
Pounds [illegible] Execution [illegible] 12 [illegible] 1728
the Plt. [illegible]

Joseph Dwight of Brimfield in the County of Hampsh. [illegible] Plt.
Joseph [illegible] of Springfield [illegible] Deft. [illegible]
in that the Deft. [illegible] 14
[illegible]
[illegible]
Thomas Barnes [illegible]
[illegible]
[illegible] the Plt. appeared [illegible] but the Deft. [illegible]
called made Default of appearance [illegible] It is Considered [illegible]
the Plt. shall Recover ag. the Deft. the sum of [illegible]
and Eleven [illegible] Cost [illegible]

Joseph Dwight of Brimfield in the County of Hampsh. [illegible] Plt.
Nathan Mirick of Springfield [illegible] Hampsh. [illegible] Deft.
in a Plea of the case [illegible] 14
Dated [illegible] 27. 1727 [illegible]
[illegible]
[illegible] the Plt. appeared [illegible]
[illegible] three times called made Default of appearance [illegible]
[illegible] the Court that the Plt. [illegible] of the Deft. the sum of [illegible]
[illegible] Shillings [illegible]
Execution [illegible] June 12. 1728

Sam. Kirtland [illegible] in the County of Hampsh. [illegible] Plt. [illegible]
[illegible] Deft. [illegible] 14
that the Deft. Denies [illegible] to the Plt. [illegible]
from the Deft. to the Plt. [illegible] Dated the
27th of May 1727 [illegible]
[illegible]
[illegible] which is to the Damage of the [illegible]
Ten pounds [illegible] — the Plt. and Deft. [illegible] Court
the Deft. [illegible] that he [illegible] note [illegible]
[illegible] at [illegible] and not to [illegible]
[illegible] never [illegible] the Deft. [illegible] the Deft. [illegible] the
Plt. Nothing — [illegible] the Evidences [illegible]
Read [illegible]
[illegible] to the [illegible]
[illegible] that all they [illegible] for the Plt. [illegible]
[illegible] It is therefore Considered by the Court that
the Plt. shall Recover ag. the Deft. the sum of [illegible]
Costs [illegible] four pounds [illegible] — the Deft. Appeals from the
Judgment of this Court to the next [illegible] Court of [illegible]
and for the County of Hampsh. [illegible] on the fourth [illegible]
[illegible]
[illegible] out of [illegible]
[illegible]
[illegible] to their Appeal [illegible]

[illegible]

[illegible]

John Evans [illegible] Nathan Norton [illegible] Seven Shillings [illegible] Damage [illegible]

Execution issued [illegible] 1726

[illegible] Indebted [illegible] Court be [illegible] Seven [illegible]

Execution issued [illegible] 1726

William [illegible] Nathan [illegible] Seven Shillings [illegible] Jury John Day being [illegible] Court [illegible]

Cased

And acknowledge themselves bound in the sum of Thirty pounds lawful money to the said [illegible] to be levied on their respective Goods and Chattels Lands and Tenements to be void on Condition that the said [illegible] shall appear at the next Court of Pleas to be held for the said County of Kent and there to be holden from day to day until the said Court shall be ended and shall not depart the said Court without leave of the said Court and shall prosecute his Suit with effect and shall abide by and perform the Judgment of the said Court in the said Action and shall pay such Costs as shall be adjudged by the said Court in the said Action then this Recognizance to be void.

Clerk of the Peace to enter Recognizances in a Book and keep them on file.

Clerk of the Peace to enter Recognizances in a Book and keep them on file.

Clerk of the Peace to Transmit Copies of Recognizances to the Clerk of the Peace of the County where the Defendant resides.

Clerk of the Peace to Transmit Copies of Recognizances to the Clerk of the Peace of the County where the Defendant resides.

The Fourth Rule.

The Fourth Rule — Rules and Orders to be observed by the Clerk of the Peace.

1. That a Man that shall not take the Oaths in the Court of Pleas shall be fined Twenty Shillings and the Attorney Ten. — 2. That no Person who does not Dwell within this County shall be admitted to take the Oaths within this County. 3. That there shall be no Fees for Entering Writs out of the Office for Defendants Bailiffs to Serve and the Officer to receive Sixpence for obtaining a Writ and Indorsement thereon and three Shillings for the Attorney Fees either out or home when he has made a Writ in one Clause or Matter he shall have Attorney's Fees and not exceeding that Clause. 4. That no Party be allowed to attend Hearings that he does actually attend. But that the Party shall have three Shillings Each day for Attendance and three Pence for every Mile from his Place of Abode to the Place of the Court sitting, and further allowance if it is visited in case he employs one. 5. In Case a Man does not attend Sessions and Assizes the Witnesses that have his Election in to have his Fees at such as to be Paid for Travel from their Home and Attendance as aforesaid. 6. That the Warrant to be Executed be Executed from the Nearest Place of Abode to the Place of Course and Return from his Place to the Court and the Place where the Court is to be held and in that Case to be Served and Travelling the whole of the Way, or Unless the Defendant Part of the Way towards the Place of the Court sitting then to be Served to the Place of Residence from thence the Nearest way to the Place of the Court sitting.

Anno [illegible] Georgii secundi Magnæ Britannia &c Primo —

At an Inferiour Court [illegible] held at Springfield [illegible] the County of Hampshire [illegible] the Twenty first [illegible] Anno Dom 1728

[illegible]

[illegible] [illegible] Justices

Jury of Trials [illegible]
Saml [illegible], [illegible] Tomlinson, [illegible] Smith, Saml
[illegible], [illegible] Clark, Timothy [illegible], Saml
[illegible] James Kingsley James Wood, Saml
[illegible], Josiah King, Ebenezer Stow —

[illegible] [illegible]

Whereas at an Inferiour Court of Common Pleas held at Northampton within & for the County of Hampshire on the first Tuesday of March last [illegible] Hatfield [illegible] Plantiff [illegible] in a Plea of the Case for that the Def^t [illegible] Court [illegible] Appearance [illegible] thereon was continued to this Court [illegible] appeared [illegible] do adjudge & say that the [illegible] Recover [illegible] Def^t [illegible] Damage and Costs [illegible] Three Pound Eleven Shillings

Execution out July 23. 1728

[illegible] [illegible]

Jonathan [illegible] of Springfield [illegible] Nathaniel Sikes of Springfield [illegible] four shillings & 4^d and Cost of Court — It is therefore Considered by the Court that the pltf [illegible] Damage [illegible] Two Pound Eight Shillings. The Def^t Appealed from the Judgm^t [illegible] Springfield [illegible] County of Hampshire [illegible] Appellant [illegible] Appeared [illegible] the Judgment be affirmed —

[illegible] [illegible]

Joseph Colton [illegible] Plantiff [illegible] Plantiff [illegible] 1726 [illegible] Bruns [illegible] Value [illegible] Pounds [illegible] the sum of two [illegible] damage [illegible] Defendant appeared [illegible]

[illegible]

John Hancock [illegible]
Dated the 30th day of Last [illegible]

Nathan Hancock [illegible] to the pett [illegible]
[illegible] Hundred [illegible] money damage and [illegible] costs

Jonathan [illegible] Sixpence Did faithfully Promise the Pett [illegible] Hundred and fifteen Shillings [illegible] Hundred [illegible] Damage of the [illegible]

Upon [illegible] Hundred and three shillings

[illegible]

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[illegible] ~~Ubaly~~ of Hamin

[illegible] Sufficient against the said [illegible] Hampstead [illegible] Hampton [illegible] with [illegible] [illegible] [illegible] which the s.d Deft [illegible] Current money [illegible] together with the Dwelling [illegible] [illegible] [illegible] Land [illegible] [illegible] Mansion [illegible] [illegible] [illegible] Land [illegible] belonging to [illegible] [illegible] Smith [illegible] Land belonging [illegible] Road or Highway together with the Dwelling House [illegible] [illegible] Appeared All which the [illegible] [illegible] appeared [illegible] But the Deft [illegible] made Default of Appearance & the Entring up of Judgmt in which action was [illegible] [illegible] upon Consideration thereof [illegible] Determine that the former Judgment be and Hereby is Reversed And that the plts in the afores.d Capacities shall Recover ag.t the Deft [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] After all which the Deft Appeared [illegible] Appealed from the Judgment of this Court to the next Superior Court of Judicature to be then & there holden [illegible] for the County of Hamps [illegible] the [illegible] Tuesday of Septemr next the Appellant as principal David [illegible] [illegible] and John [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Appellee [illegible] acknowledged themselves to be [illegible] and [illegible] [illegible] to the Appellee in the [illegible] [illegible] [illegible] to be well and truly paid to the Appellee [illegible] the Appellant [illegible] prosecuting his Appeal with Effect and [illegible] performing the order of Court thereon and of paying and satisfying all [illegible] Damages [illegible] to the Appellee by their [illegible] [illegible] with additional Costs [illegible] the Judgment be affirmed

[illegible] Hitchcock [illegible] [illegible] the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] and Robert ~~[illegible]~~ odd [illegible] [illegible] [illegible] [illegible] Debt to the Sum of Seventy Pounds [illegible] money [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Duly Executed and Dated the [illegible] [illegible] Anno Dom 1727 whereby ~~the~~ [illegible] [illegible] [illegible] [illegible] the whole [illegible] appeares the [illegible] [illegible] [illegible] Hitchcock [illegible] the sum of Eight [illegible] [illegible] [illegible] Appeared [illegible] But the Deft [illegible] [illegible] [illegible] being [illegible] made Default of Appearance [illegible] by the Court that the plt shall Recover [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] and Eight Shillings After all which the Deft Appeared [illegible] Appealed from the Judgment of this Court to the next Superior Court of Judicature [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] next the Appellant as principal [illegible] [illegible] [illegible] in the County [illegible] [illegible] in the Appellants Behalf appeared in Court [illegible] [illegible] [illegible] [illegible] [illegible] to the Appellee for the sum of Fifty Pounds [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Appeal [illegible] [illegible] the order of Court thereon and of paying and satisfying all [illegible] [illegible] to the Appellee [illegible] [illegible] [illegible] additional Costs [illegible] the Judgment be affirmed

Abel ~~[illegible]~~ Cotton

[illegible] Scott [illegible] [illegible] [illegible] [illegible] [illegible] Cotton [illegible] [illegible] [illegible] [illegible] [illegible] Smith to [illegible] [illegible] [illegible] [illegible] [illegible] or Lawfull Silver money [illegible] [illegible] [illegible] [illegible] Duly Execut.d and [illegible] [illegible] 1727 [illegible] [illegible] [illegible] May then next Ensuing the [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible]

the Plt [illegible] [illegible] [illegible] the [illegible] [illegible] Appellant [illegible] Appealed to the [illegible] Court [illegible] [illegible] [illegible] [illegible] actions [illegible] being [illegible] [illegible] [illegible] [illegible] things touching the [illegible] [illegible] [illegible] [illegible] [illegible] —— —— [illegible] [illegible] [illegible] [illegible] the [illegible] [illegible] for [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] the [illegible] that [illegible] [illegible] [illegible] pounds [illegible] Debt and Costs [illegible] [illegible] the Deft. [illegible] [illegible] Appealed from the Judgment [illegible] Court [illegible] Superior Court of Judicature [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] as Sureties [illegible] Appellants [illegible] In Court and acknowledged themselves [illegible] Jointly and severally [illegible] to the Appellee In the sum of Thirty pounds [illegible] [illegible] [illegible] the Appellee [illegible] Prosecuting his Appeal [illegible] [illegible] of Abiding and Performing the order of s.d Court thereon and of Paying all Intervening Damages occasioned to the Appellee by his Delay with Additional Costs in Case the Judgment be affirmed

Benjamin [illegible] of [illegible] in the County of Hampshire Blacksmith Plaintiff versus Joseph [illegible] of Brookline in the County of Suffolk Yeoman Deft. [illegible] [illegible] [illegible] the Plt and Deft. appeared in Court — the Deft. [illegible] [illegible] bond [illegible] on it [illegible] the same [illegible] and therefore Can't maintain his Action It is Considered therefore by the Court that the [illegible] [illegible] that the Deft. shall Recover ag.st the Plt. Costs of Court taxed at [illegible]

Execution Issued out June 11th 17[illegible]

Francis [illegible] of [illegible] in the County of [illegible] Plaintiff versus [illegible] [illegible] Cordwainer Defend.t In a plea of the case for that the Deft. [illegible] to the Plt. the sum of Eleven pounds [illegible] Due from the Deft. to the Plt. by one note in writing under the Deft.s hand [illegible] 17th [illegible] Octo. 17[illegible] and [illegible] [illegible] the Damage of the s.d Francis [illegible] the sum of Twenty [illegible] [illegible] the Plt. [illegible] appeared in Court — But the Deft. being three times called made Default of appearance It is therefore Considered by the Court that the s.d Plt. shall Recover ag.st the Deft. the sum of Eleven pounds Ten Shillings Debt or Damage and Costs of Court taxed at [illegible]. After w.ch the Deft. by his Atto. [illegible] Jacob Lawton appeared in Court and Appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at [illegible] within and for the County of Hampshire on the fourth [illegible] Next the s.d Lawton Atto. as principle Jonathan Ballard [illegible] and [illegible] of Enfield In the County aforesaid as Sureties in the Appellants Behalfe Appeared In Court and acknowledged themselves to be Jointly and severally Indebted to the Appellee In the sum of twenty five pounds to be Well and truly paid to the Appellee In Case the Appellant Failes of Prosecuting his Appeal with Effect And of Abiding and performing the order of s.d Court thereon and of Paying all Intervening Damages occasioned to the Appellee by his Delay with Additional Costs In Case the Judgment be affirmed

Matthew Copley [illegible] [illegible] [illegible] Husbandman [illegible] [illegible] Copley of [illegible] [illegible] in the [illegible] Matthew Copley's Behalfe [illegible] [illegible] taken before John [illegible] Esq.r [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Husbandman [illegible] [illegible] [illegible] Matthew Copley should faile of [illegible] [illegible] [illegible] forward the suit [illegible] [illegible] [illegible] [illegible] [illegible] with sundry others to a Certain [illegible] in the Township of Enfield [illegible] [illegible] [illegible] [illegible] [illegible] on the South side of [illegible] [illegible] Matthew Copley [illegible] the East and thence [illegible] Eighty [illegible] [illegible] [illegible] [illegible] Thirty four Perch [illegible] [illegible] [illegible]

[illegible] the said Nathan Copley [illegible] the Corner stake and Stones the East and [illegible] of the Ten Acres formerly laid out to John Hodge Recorded in Springfield Book, according to a [illegible] by the said Nathan Copley before the Justice upon the [illegible] mentioned the [illegible] and quiet [illegible] the said Nathan Copley for that the said Nathan Copley on the twenty second day of April last [illegible] Enter Into and upon the said tract of Land and then and there without leave from the [illegible] and quiet [illegible] Disseize [illegible] in his [illegible] and Contrary to the Law of this province [illegible] the sum of fifteen shillings [illegible] as by the Process and Record thereof before the said Justice [illegible] at large Appears. Accordingly the said Nathan Copley the now Plaintiff appeared to Prosecute the [illegible] and the [illegible] the now Defendant appeared also to Defend the Same. But upon a Motion made to the Court by John [illegible] of Suffield [illegible] that [illegible] might be admitted to be Defendant in the Room of the said [illegible] (who Holds under the said [illegible]) was accordingly admitted the same and appeared by his attorney. [illegible] being [illegible] and Read and the Pleas on both sides being heard and all things [illegible] being Disputed it was committed to [illegible] who Returned their Verdict upon Oath that [illegible] Damages are [illegible] and Costs of Courts. It is therefore Considered by the Court that the Defendant may Recover of the Plaintiff [illegible] Costs taxed at three pounds five shillings [illegible] The [illegible] from the Judgment [illegible] to the next [illegible] Court [illegible] to be held at [illegible] in the County of Hampshire on the fourth Tuesday of [illegible] next the Appellant [illegible] Nathan Copley And [illegible] themselves [illegible] Appellant [illegible] appeared [illegible] Twenty Pounds to be [illegible] and [illegible] his Appeal at the [illegible] and of Paying all Costs [illegible] the Judgment be affirmed

Cop: vs Gilder

Colton vs Sikes

Joseph Colton of Springfield aforesaid Husbandman Plaintiff Versus Nathaniel Sikes of Springfield aforesaid [illegible] Defendant in a Plea of the Case for that to wit that whereas the said Nathaniel [illegible] about the Month of February in the year of our Lord [illegible] 1725 at the Town of Springfield [illegible] the said Nathaniel bought and Rec'd of the said Joseph Three fatt oxen of the value of thirty three Pounds In Consideration of which the said Nathaniel did then and there Assume upon himself and to the Plaintiff promise [illegible] faithfully Promise to pay him the aforesaid sum of £33·01 [illegible] as by Evidence will appear Notwithstanding the said Nathaniel his Promise and Assumption aforesaid little Regarding but [illegible] and fraudulently Intending the said Joseph of [illegible] thirty three pounds [illegible] craftily and subtilly to Deceive Cheat and Defraud [illegible] the said Joseph neither in fact [illegible] that the said Nathaniel hath not Paid [illegible] any [illegible] Contented [illegible] which is to the Damage of the said Joseph Colton as he saith the Sum of Sixty Pounds with [illegible] The Plaintiff and Defendant Appeared in Court The Defendant [illegible] in manner and form [illegible] the Evidences being produced in Court and Read and the Pleas on both sides being heard and all things [illegible] the same being fully Disputed it was Committed to the Jury [illegible] who Returned their Verdict [illegible] for the Plaintiff the thirty three pounds [illegible] and Cost of Court. It is therefore Considered by the Court that the Plaintiff shall Recover against the Defendant the said sum of Thirty three Pounds and Cost of Suit taxed at four pounds two shillings —

The

the Deft appeals from the Judgment thereof to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Monday of September next the Appellant as Principal and Jacob Lyman and Jeremiah Colton of Springfield aforesd. yeomen his Bondsmen Entered into Recognizance Jointly severally and severally to the Appellee in the sum of Fifty Pounds to be levied on their Rs. to the Appellee to the Court aforesd. that the Appellant shall appear at the said Court and abide and stand to the order of the Court therein and Pay Costs if any be awarded or else the Appellee to have Execution for the same with additional Costs in case the Judgment be affirmed

Jonathan Smith of Springfield in the County of Hampshire Husbandman Plff. Hath Brought Action against Joseph Colton of Springfield in the County of Hampshire Husbandman Defdt. in a Plea of Debt to the sum of forty four Pounds Sterling money of the Province of Massachusetts Bay Due by one Bond under the Defdts. hand and Seal Dated the 19 day of Sept. 1726. originally payable to Stephen Rodgers and by him assigned to the Plff. by the Bond mentioned as appears in Court — The Defdt. appeared in Court — But the Defdt. being three times called made default of appearance It is therefore considered by the Court that the Plff. shall Recover against the Defdt. the sum of Twenty five Pounds three Shillings and Eight Pence Debt and Costs of Suit taxed at two Pounds fifteen Shillings — Execution issued Mar. 27th 1728 —

Joseph Colton of Springfield yeoman Plaintiff against Ebenezer Colton of Springfield in the County aforesd. Shoemaker Defendt. Matter of Debt for forty shillings to pay to the Plff. the sum of fifty Pounds Currant money of the Province of the Massachusetts Bay in New England which is justly due and owing from the Defdt. to the Plff. by virtue of a certain Bond obligatory under the Defdts. hand and Seal well & truly Executed Dated the second day of March Anno Dom. 1726/7 which Bond was originally made payable to Joseph Colton of Springfield aforesd. and by him assigned to the Plff. the second day of June Anno Dom. 1727. as to doth Court will appear. The non payment of which is to the damage of the Plff. Joseph Colton as he saith the sum of fifty Pounds with other Damages the Plff. has sustained Nor the Defdt. being three times called made default of appearance It is therefore considered by the Court that the Plff. shall Recover against the Defdt. the sum of Twenty six Pounds fourteen Shillings and seven Pence Debt and Costs of Suit taxed at two Pounds five Shillings — Execution issued out March 20th 1728.

Nathan Sikes of Springfield aforesd. Husbandman Plaintiff against Joseph Colton of Springfield aforesd. Husbandman Defendant Plaintiff's Debt to the sum of Twenty pounds Money of Old England due from the Defdt. to the Plff. by one Bond in writing obligatory under the Defdts. hand and Seal duly Executed and Dated the 27th day of March Anno Dom. 1724 as the Bond says and yet the Defdt. neglects to pay the same to the Plff. which is to the damage of the said Nathan Sikes as he saith the sum of twenty pounds with other Damages the Plff. has appeared in Court — But the Defdt. being three times called made default of appearance It is therefore considered by the Court that the Plff. shall Recover against the Defdt. the sum of Thirty eight Pounds one Shilling and Eight Pence being the sum demanded and Costs of Suit taxed at two Pounds Nine Shillings — After all which the Defdt. appealed from the Judgment of this Court to the next Court of Judicature to be holden at Springfield within and for the County on the fourth Monday of September next the Appellant as Principal Jacob Lyman and Lieutenant Jeremiah Colton of Springfield as Sureties for the Appellant Bound themselves Jointly severally and severally to the Appellee in the sum of Forty Pounds to be levied on their Rs. to the Appellee in case the Appellant failed of Prosecuting his Appeal with effect and of the Court therein and of Paying and Satisfying and Indemnifying Damages accrued to the Appellee by this being Delayed with additional Costs in case the Judgment be affirmed

[illegible]

[illegible]

[illegible]

Two Shillings and one Penny in Bills of credit the s^d money to be Paid within two Months time from the date hereof Or that they Recover the s^d [illegible] land & Cost of Court taxed at three pounds Eighteen Shillings and [illegible] And that Execution be accordingly granted for the same

[illegible] & c. Hamblin

John Pynchon of Springfield John Phillips of Westfield and Aaron Wright of [illegible] all in the County of Hampsh^r Esq^rs Guardians Committees appointed by the [illegible] [illegible] [illegible] General Court the s^d women the Massachusetts Bay [illegible] [illegible] [illegible] [illegible] the sum of one Hundred [illegible] Pounds in Bills of credit [illegible] [illegible] Plaintiffs Contra Nath^ll Hambling [illegible] in the County of Hampsh^r [illegible] Def^t in a Plea of trespass and Ejectment for that the Def^t hath [illegible] [illegible] [illegible] Capacity for the Use of the s^d Province [illegible] [illegible] [illegible] [illegible] being in the Possession of the [illegible] [illegible] [illegible] one of them being an House lot containing ten acres bounded Northerly [illegible] [illegible] Southerly on land East on the Highway that leads [illegible] to [illegible] Weston [illegible] the other Parcell of land is meadow [illegible] [illegible] [illegible] is situate on the North end of Rattle Snake Plain [illegible] [illegible] Easterly Westerly and Southerly on Common land Northerly on one end of John [illegible] the other Parcel bounded East and West on Common land and North on land of [illegible] Hale and South on land of W^m [illegible] [illegible] Decea^d: with the Buildings [illegible] and other Appurtenances thereto belonging are [illegible] [illegible] and became the Proper Estate of the s^d Plts in their s^d Capacity by the [illegible] [illegible] Deed of Mortgage Duly Executed under the Def^ts hand and Seal Dated the [illegible] day of May 1717 for not Paying to the s^d Plts in their s^d Capacity [illegible] the sum of fifty five Pounds in good Bills of credit [illegible] [illegible] with [illegible] [illegible] after the Rate of five Pounds p^r Cent p^r annum in manner and form as it [illegible] [illegible] not [illegible] as by the s^d Deed of Mortgage Recorded in the Records [illegible] [illegible] to [illegible] Produced more at Large appears the Def^t not delivering the Possession of the Premises to the Plts in s^d Capacity [illegible] [illegible] is there Damage [illegible] The Plts appeared in Court But the Def^t being three times Called made Default of Appearance It is therefore Considered by the Court that the Plts shall Recover ag^t the Def^t the sum of Sixty Pounds Eleven Shillings and five Pence in good Bills of credit [illegible] to be Paid within two Months time from the date hereof Or that they Recover Possession of the s^d Parcels of land & [illegible] Cost of Court taxed at three Pounds Eighteen Shillings And that Execution be accordingly awarded for the same

Beauchamp v^s Terry

John Beauchamp of Hartford in the County of Hartford Shopkeeper Plaintiff versus Ebenez^r Terry of Enfield in the County of Hampsh^r Physitian Defendant in a Plea of Debt to the sum of Thirty two Pounds Currant money of New England Justly due from the Def^t to the Plt by one bond in writing Obligatory Und^r the s^d Def^ts hand and Seal well Executed dated the 9th day of May 1726 as by the s^d bond appears which the Def^t Neglects to pay to the Plt tho [illegible] [illegible] to the damage of the s^d John Beauchamp as he saith the sum of Sixty Pounds with other due Damages The Plt by his Attorney Mr John Reynolds appeared in Court But the Def^t being three times called made Default of Appearance It is therefore Considered by the Court that the Plt shall Recover ag^t the Def^t the sum of Sixteen Pounds [illegible] Shillings and two Pence & Cost [illegible] taxed at three Pounds From all which the Def^t appeared in Court and appealed from the Judgm^t of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next The Appellant as principle [illegible] Caleb [illegible] and John [illegible] both of [illegible] as sureties for the Appellants to Prosecute appeared in Court and Acknowledged themselves to be Jointly and severally Indebted to the Appellee in the sum of Thirty Pounds [illegible] and [illegible] to the Appellee In case the Appellant [illegible] Prosecute his Appeal with effect and to abide and perform the order of the Court thereon and [illegible] and Satisfying all Intervening damages occasioned to the Appellee by his being Delayed with additional Cost in case the Judgm^t be affirmed

Beauchamp vs Spencer

John Beauchamp of Hartford in the County of Hartford Plaintiff Petitioner
against Spencer of Enfield in the County of Hampshire Defendant Petitioned
Sum of Eighty pounds current money of New England due by one bond under the Defts
hand and dated the Twelfth day of May 1727 as the said recognizance
[illegible] Defendant appeared in Court & Answered & the matter being considered
by the Court that the said John Recover against the said Defendant
[illegible] Execution stayed until [illegible] 1728

Beauchamp vs Jackson

John Beauchamp of Hartford in the County of Hartford Plaintiff Petitioner
against Jackson of Northampton in the County of Hampshire Yeoman Defendant
[illegible] Defendant appeared in Court & Answered & the matter being considered
and said Dated the [illegible] day of March 1727 [illegible]
[illegible] Execution stayed until [illegible] 1728

Bancher vs King

Nicholas Bancher of Willington in the County of Hartford Colony of Connecticut
Husbandman Plaintiff Petitioner against Ebenezer King of Enfield in the County of Hampshire Yeoman
Defendant in a Plea of the Case for not paying to the Pltff the Value of Certain Goods
Merchandise and other Articles specified in the Defts Promissory Note
writing under the Defts hand Dated the Twenty second day of May in the year 1727 which
Note was to be delivered the Pltff within one month before the 22 day of December
Next Ensuing [illegible] Office & Return of the said Appeal the non payment of which
to the damage of the said Nicholas Bancher (as he saith) the Sum of Eight pounds with
other Damages. The Pltff by his Attorney and the Defdt by his
Attorney [illegible] Appeared in Court. The Defdt pleads the Pltff ought not to have or
maintain his action against the Defdt so that the Defdt the signing and delivering the
note declared on was in fraud within the Statute of Frauds and therefore
his action ought to be Barred, And of this Puts himself upon the Country. It is therefore considered by the
Court that the Pltff of this his action be Barred & the Defdt shall Recover against the Pltff Costs
of Court taxed at fourteen shillings. The Pltff by his Attorney appeals from the Judgment
of this Court to the next Superior Court of Judicature to be held and begun at Northampton in the
County of Hampshire on the fourth Tuesday of August next. Recognizance Pltff and Nicholas
Bancher acknowledged themselves to be bound unto the Defdt in the Sum of Ten pounds to be well and truly paid
to the Defdt in case the Appellant failed to prosecute his appeal with Effect and
according to Law and the Court order. And therefore we do Judge and Pltff to be at
recovering Damages against the Defdt by his being Delayed with costs of Suit
[illegible] the Judgment be affirmed.

Boston vs Hill

Robert Hill late of Springfield but now of Brimfield Husbandman Plaintiff Having
[illegible] with a Writ of Error thereto to be before this Court to shew unto if any he had
wherefore Thomas Boston of Boston in the County of Suffolk ought not to have Execution
of the said Judgment the Sum of Twenty pounds Eighteen shillings and Sixpence being what remains
unsatisfied of a Judgment the said Boston had against the said Hill at Court
held at Northampton on the Eighteenth day of March Anno Domini 1725 The Sum
of Twenty pounds Fourteen shillings and Sixpence Damages and Costs of Suit being the Sum
Twenty shillings. The said Boston by his Attorney Pltff in Error appeared
but the said Hill and the Sheriff appeared not. It is the opinion of
the Court that the said Boston shall have his Execution. The said Pltff in Error
Fourteen shillings and [illegible] the Remainder [illegible] Declared
[illegible] days shall Recover against the said Hill for their Costs and that be stayed

Execution stayed until June 24. 1728

Willy Ullrick of Brookfield in the County of Hampshire Joiner Plaintiff Cornelius Meach
Gentleman of Hampstead in County of Hampshire Husbandman Defendant in a Plea of Debt to the sum
Twenty Pounds lawfull money of New England Damages Bond dated the Defendant Sealed
the Fourth of February 1724 as by the said more at large appeareth
The Plaintiff appeared in Court but the Defendant three times called made Default of appearance
It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of
Twenty five Pound six Shillings and three pence Debt and Eight pound and three
pound four shillings and six pence Execution awarded June 7th 1728

Ebenezer Jones of Enfield in the County of Hampshire Husbandman Plaintiff Cornelius James Jones
of Brookfield aforesaid Husbandman Defendant in a Plea of the Defendant ought to
pay to the Plaintiff the full and lawfull sum of three pound one shilling and nine pence Due on a note Debt
under the Defendant's Hand dated May the 2 1720 as by said at large appeareth
The Plaintiff appeared in Court but the Defendant being three times called made Default of appearance
It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of three
Pound one shilling and nine pence Debt and Eight Court Fees at two pound Eighteen
shillings Execution awarded June 7th 1728

Ebenezer Jones of Enfield in the County of Hampshire Husbandman Plaintiff Cornelius Timothy
Root of Enfield aforesaid Husbandman Defendant in a Plea of the Defendant ought to pay to the Plaintiff Jones
the full sum of three pound nine shillings and seven pence in money at Boards at the market Vs Root
Price with the lawfull interest thereof one note under the Defendant's Hand dated July 1 1727
as by said more at large appeareth The Plaintiff appeared in Court but the Defendant
being three times called made Default of appearance It is therefore considered by the
Court that the Plaintiff shall recover against the Defendant the sum of three pound two shillings
and seven pence in money at Boards Price and Costs of Court fees at two pound fourteen
shillings and six pence Execution awarded June 7th 1728

Caleb Church of Hatfield in the County of Hartford and Colony of Connecticut Cooper Plaintiff Against Cornelius
Ebenezer Fletcher of Westfield in the County of Hampshire Doctor of Physick Defendant in a Plea of Fletcher
Debt to that the Defendant Denies to pay to the Plaintiff the sum of twenty pounds lawfull money of
the Massachusetts Bay in New England Due from the Defendant to the Plaintiff by one bond in writing
under the Defendant's hand and Seal dated the third day of June 1727 as by the said bond in Court
will appear Damages occasioned by the Defendant's Default to the Plaintiff to the sum of
twenty pounds with other Damages The Plaintiff by his attorney appeared in Court but the Defendant being three times called made Default of appearance
It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of
Ten pounds thirteen shillings being the full sum due on the Bond and Costs of Court fees at
two pound fourteen shillings Execution awarded

Appeal Nathan Saxton appeared in Court and appealed from the judgment of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for the County of Hampshire on the
fourth Tuesday of September next the said Saxton attorney and principal Nathaniel Saxton and
Jonathan Ball his bondsman before as sureties in the appeal bond
appeared in Court and acknowledged themselves to be jointly and severally indebted to the
appellee in the sum of twenty five pounds to be well and truly paid to the appellee or his
assigns if the said appellant fails of prosecuting his appeal with Effect and performing
the order of Court thereon and of paying and satisfying such reasonable Damages and
costs to the appellee as shall be adjudged with additional Costs in case the judgment
be affirmed

Benjamin Terry of Enfield in the County of Hampshire Blacksmith Plaintiff Against Cornelius
Timothy Root and Ebenezer Jones both of Enfield aforesaid Husbandmen Defendants in a Plea of Debt
to the sum of Eighteen pounds three shillings to be paid Payable in Silver at Jones
in the Province of the Massachusetts Bay with lawfull interest for the same Due from the Defendants to
the Plaintiff by one promissory note of hand in writing under the Defendants hand and seal whereby the Defendants
severally and severally indented in the Obligation Bond Executed and Dated the 12th of December
1727 and payable at the first day of December following as by said note in Court appeared and
yet the Defendants neglect to pay the same to the Plaintiff which is to the Damage of the said Benjamin
Terry (as he saith) the sum of Thirty pounds with other Damages

[illegible] vs Jones } The Plt. appeared in Court But the Def.t [illegible] being Solemnly [illegible] with being three times called made Default of appearance. It is therefore Considered by the Court that the Plt. shall Recover ag.st the Def.t the sum of Eighteen pounds Twelve Shillings and [illegible] pence Damage and Cost taxed at [illegible] pounds fifteen Shillings. The Def.t [illegible] appealed and [illegible] [illegible] Court [illegible] [illegible] [illegible] [illegible] Next the [illegible] [illegible] appeared [illegible] and acknowledged themselves to be Jointly and Severally Recognized to the Appellee in the sum of Thirty [illegible] Pounds to be paid [illegible] [illegible] that the appellant [illegible] prosecute his appeal with Effect [illegible] [illegible] [illegible] with additional [illegible] Cost the Judgment is Affirmed

Allin vs Younglove } Alexander Allin of Windsor in the County of Hartford and Colony of Connecticutt Shopkeeper Plantiff versus Joseph Younglove of Suffield in the County of Hampshire [illegible] Defend.t In a Plea of the Case for that the Def.t Promised to pay to the Plt. the sum of Two pounds twelve shillings and Eleven pence Due from the Def.t to the Plt. as p acco.t to the writt annexed appears the Nonpayment of which is to the Damage of the Plt. as his Atto.r Josiah Allin appeared in Court. But the Defendant being three times called made Default of Appearance. It is therefore Considered by the Court that the Plt. shall Recover ag.st the Def.t the sum of Two Pounds Seven Shillings and Eleven Pence money Damage & Cost taxed at two pounds Nineteen Shillings and six pence. Execution Issued out Oct. 14. 1728

Allin vs Smith } Alexander Allin of Windsor in the County of Hartford in the Colony of Connecticutt Shopkeeper Plantiff versus James Smith the second of Suffield in the County of Hampshire [illegible] Defend.t In a Plea of the Case for that the Def.t Promised to pay to the Plt. the sum of One pound [illegible] shillings and five pence Due from the Def.t to the Plt. as p acco.t to the writt annexed appears the nonpayment of which is to the Damage of the Plt. as by his Atto.r Josiah Allin appeared in Court. But the Def.t being three times Called made Default of Appearance. It is therefore Considered by the Court that the Plt. shall Recover ag.st the Def.t the sum of Three pounds [illegible] shillings and ten pence [illegible] Cost taxed at Two pounds three shillings and Six Pence. Execution Issued out Octo.r 14th 1728

Leavit vs Adams } Joshua Leavit of Suffield in the County of Hampshire Gentleman Plantiff versus Dan.el Adams of Suffield afores.d Husbandman Defendant In a Plea of Trespass and Ejectment for that the Def.t Refuses and Neglects to deliver (although Demanded) to the Plt. Possession of two certain Tracts or Parcels of Land hereafter mentioned lying and being in the Township of Suffield afores.d butted as followeth viz.t A Gussit of Land on the South Side of Land formerly laid out to [illegible] now in the Possession of the Def.t and Company on the [illegible] Being Seven Rods wide at the East end and at the [illegible] that leads to Springfield on [illegible] Boundeth, And Extendeth Westerly twelve [illegible] Rod where it cometh to a point; the other tract is [illegible] Rods and three Quarters North and South, it Boundeth [illegible] land [illegible] Dan.el [illegible] [illegible] the Possession of the Plt. [illegible] to Springfield [illegible] the Possession of the Def.t [illegible] from thence it Runneth [illegible] four Rods in Length. Which Land above Described the Plt. in fact saith he purchased of Eben.r Fairbanks of Suffield Cordwainer the twenty second Day of February Anno Dom. 17[illegible]. And that he the s.d Fairbanks sold and Passed over the Same with other lands to them Joyning by a Certain Deed of Feoffment well Executed and Recorded in our County Records as may [illegible] at large appear, which s.d Land the Plt. claimes and demands of the Def.t. And further the Plt. saith that the Same is his by force of the abovementioned Deed [illegible] notwithstanding the Def.t without Law Right or Judgment thereof holds the same from the Plt. and [illegible] [illegible] Still Refuses to Neglect and Still doth Neglect to Deliver the Plt. Possession thereof the non Delivery whereof is to the Damage of the said Joshua Leavitt as he saith the sum of Two Hundred [illegible] with other Due Damages

[illegible]

Eleazer Foster of Springfield in County of Hampshire Weaver Doth Complain against Jonathan Ball of Springfield in the County of Hampshire Husbandman [illegible] Debt [illegible] Three pounds five shillings of Current money [illegible] Dated with Lawful Interest [illegible] Anno Domini 1727 [illegible] Damage [illegible] Appeared [illegible] Defendant Pleads to Issue [illegible] Plaintiff Appeared [illegible] Defendant [illegible] Three pounds five shillings money Damage Costs of Court Taxed at Five Pounds [illegible] shillings

Execution Issued out Aug. 29. 1728

John Beauchamp of Hatfield in the County of Hampshire Plaintiff Complain against Ebenezer Terry of Northfield in the County of Hampshire Husbandman [illegible] Debt [illegible] Damage [illegible] Plaintiff Appeared [illegible] Defendant [illegible] Appeared [illegible] Defendant [illegible] Three pounds five shillings and Costs of Court [illegible] Plaintiff Shall Recover of the Defendant [illegible] Three pounds five shillings money Damage Costs of Court Taxed at Five Pounds [illegible] shillings

Execution Issued out Aug. 29. 1728

Joseph Beaghe of Springfield in the County of Hampshire Husbandman Complain against Jonathan Benjamin of Hatfield aforesaid Yeoman [illegible] Debt [illegible] Nineteen shillings money Damage [illegible] Defendant [illegible] Dated the 23. 1727 [illegible] Plaintiff appeared [illegible] Defendant being three times called made default of appearance [illegible] Plaintiff Shall Recover of the Defendant [illegible] Costs of Court [illegible]

Execution Issued out Aug. 29th 1728

Margaret Doutcher of a certain place called Mecangsuck in Colony of Connecticut Spinster Plaintiff Complain against Ebenezer Lyman of Northampton in the County of Hampshire Yeoman Defendant [illegible] Damage [illegible] Dated the 23. day of Oct. last past [illegible] Plaintiff appeared [illegible]

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[illegible] vs [illegible] But the Def.t [illegible] made default [illegible] [illegible] Court [illegible] that the [illegible] for this action be Continued to the next Inferiour Court of Common Pleas to be holden at Springfield the last Tuesday of Aug.t next

[illegible] Benjamin Wright of Springfield in the County of Hamps.r Husbandman Plaintiff Versus Jonathan Ball of Springfield afores.d [illegible] Defendant in a plea of Debt for that the Def.t [illegible] to pay the Pl.t the full and just sum of [illegible] pounds [illegible] current money of New England [illegible] by one bond under the Def.ts hand and seal dated the [illegible] as in the writ more at large is set forth. The Pl.t appeared in Court, But the Def.t after three times called made default of Appearance. It is therefore Considered by the Court that the Pl.t shall Recover ag.t the Def.t the sum of Sixty [illegible] pounds [illegible] ten shillings and four pence Debt & Cost of Court taxed at [illegible] pound eight [illegible]

Execution issued out [illegible] 1728

[illegible] Stephen Kellogg of Westfield in the County of Hamps.re Shopkeeper Plaintiff Versus John [illegible] of [illegible] in the County of Hamps.re Blacksmith Defendant in a Plea of Debt for that the Def.t refuses to pay to the Pl.t the full and just sum of Thirty pounds lawfull money [illegible] Due by one bond under the Def.ts hand and seal Dated the first day of Aug.t 1727 as in the writt more largely set forth. The Pl.t appeared in Court, But the Def.t being three times called made default of Appearance. It is therefore Considered by the Court that the Pl.t shall Recover ag.t the Def.t the sum of Fifteen pounds Seventeen shillings Debt and Cost of Court taxed at [illegible]

Kellogg vs Hall Stephen Kellogg of Westfield in the County of Hamps.re Shopkeeper Plaintiff Versus Nathan Hall [illegible] in the County of Hamps.re [illegible] Def.t in a plea of Debt for that the Def.t denieth to pay to the Pl.t the full and just sum of [illegible] pounds [illegible] money of New England Due by one bond under the Def.ts hand and seal Dated ye 27th day of [illegible] 172[illegible] as in the writt more largely set forth. The Pl.t appeared in Court, But the Def.t being three times called made Default of Appearance. It is therefore Considered that the Pl.t shall Recover ag.t the Def.t the sum of Eight pound three shillings and Ten Pence Debt and Cost of Court taxed at two pound ten shillings

[illegible] [illegible] Mackfarran of Rutland in the County of Middx Husbandman Plaintiff Versus Joseph [illegible] of Brookfield in the County of Hamps.re [illegible] Defendant in a plea of the Case for that the Def.t [illegible] refuseth to pay the Pl.t the full and just sum of Fifteen pounds Current money as appears by [illegible] note [illegible] Dated March ye 23d 1727/8 as in the writ more at large set forth. The Pl.t appeared in Court, But the Def.t being three times called made Default of Appearance. It is therefore Considered by the Court that the Pl.t shall Recover ag.t the Def.t the sum of Fifteen pounds three shillings and three pence Debt and Cost of Court taxed at five pounds five shillings and [illegible] pence

Execution issued out June 5th 1728

Colton vs Holden Joseph Colton of Springfield in the County of Hamps.re Husbandman Plaintiff Versus Thomas Holden of Framingham in the County of Middx Husbandman alias Butcher Defendant in a plea of the Case as ye the writt Dated the second day of May 1728 at large set forth. It is Considered by the Court that the writt shall abate there being no date to the officers Return

Pynchon vs Warren John Pynchon of Springfield in the County of Hamps.re Esq. Plaintiff Versus Jacob Warren of Springfield in the County of Hamps.re Husbandman Def.t in a plea of Debt for that the Def.t refuses to pay to the Pl.t the full and just sum of Seven pounds and Ten shillings good and Current money of New England due by one bond under the Def.ts hand Dated May Eighteenth 1726 originally made payable to [illegible] & by him assigned to the Pl.t as in the writt more particularly is set forth. The Pl.t appeared in Court, But the Def.t being three times called made Default of Appearance. It is therefore Considered by the Court that the Pl.t shall Recover ag.t the Def.t the sum of Four pounds three shillings and Eight pence Debt And Cost of Court taxed at One pound seventeen shillings

Execution issued out May 31th 1728

Parsons vs Drake Dan.l Parsons of Springfield afores.d Yeoman Plaintiff Versus Thomas Drake of Boston in the County of Suffolk [illegible] Defend.t in a plea of the Case for that the Def.t neglects to pay to the Pl.t the sum of Eighty nine pounds [illegible] of Cur.t [illegible] justly

Justice Due from the Deft to the Pltff by certain Note in writing under the Deft's hand Dated in Boston March the 25th 1728 as the Sd Note may Plain & Poll at the Court to the damage of Three Pounds Lawful as he saith the Sum of Twelve Pounds with Costs & Damages. The Pltff and the Deft by their Atto Mr Jacob Lawton appeared in Court. The Deft Pleads to the Sayd. In this action the Evidence being Heard in Court and Peruseed the Rolls on both sides being Heard and all things touching the Same being duly Perpised it was Committed to the Jury Sworn and Kept being Returned to the Court there Verdict upon Oath that they find for the Pltff Thirty three Pounds Sixteen Shillings and Eight Pence and Costs of Court. It is therefore Considered by the Court that the Pltff shall Recover of the Deft the Sum of Thirty three Pounds Sixteen Shillings and Eight Pence Debt Damages and Costs of Court taxed at Three Pounds five Shillings. Suffern & Dewey

The Defend by his Atto appeares from the Judgment of this Court to the Next Superiour Court of Judicature to be held at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next the said Atto as Principle Joseph Lyon and Lawrence Cooper both of Springfield Yeoman in the Appellants Behalfe appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Fifty Pounds to be well and truely Paid to the Appellee in case the Appellant failes of Prosecuting his Appeal with Effect and of abiding and Performing the Order of Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his Coming Delayed with additional Costs in case the Judgment be Affirmed.

Nathan Mighill of Brimfield in ye County aforesd County Wacer Plantiff Versus Robert Old of Springfield in ye County aforesd Yeoman Defendt In a Plea of Debt for that the Deft having often times Requested and Required and Required to Pay to the Pltff the Sum of Seventeen Pounds Lawful money of New England Due and owing from the Deft to the Pltff by Virtue of a certain Bond or Obligatory under the Defts hand and Seall well Executed Dated the Twenty Seventh of Decemr Anno Dom 1726 Originally made Payable to Thomas Pitts the South of Springfield or his Assigns and by him Assigned to the Pltff the Second Day of January 1727 & to ye Pltff Good being Sued & Produced will appear the Nonpayment of which is to the Damage of the Pltff Nathan Mighill as he saith the Sum of Seventeen Pounds with other Due Damages. The Pltff by his Atto Mr Jacob Lawton appeared in Court but the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover of the Deft the Sum of Three Pounds Ten Shillings and Eleven Pence being the first Sum due on the Pltff Bond and Costs of Court taxed at two Pounds five Shillings. After all which the Deft by his Atto Mr John Huggins appeared in Court and appealed from the Judgment of this Court to the Next Superiour Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next the Mr Huggins Atto and Principle Jonathan Ball Junr and Benjamin Terry of Enfield in ye County aforesd as Sureties in the Appellants Behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Fifteen Pounds to be well and truely Paid to the Appellee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abiding and Performing the Order of Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appellee by his Coming Delayed with Additional Costs in Case the Judgment be Affirmed. Mighill & Old

Samuel Terry of Enfield in ye County of Hampshire Gentn Plantiff Versus George Colton of Springfield in ye County of Hampshire Gentn Deft In a Plea of Debt to the Sum of Sixty Pounds Lawful money of the Province of the Massachusetts Bay Due from the Deft to the Pltff by one Bond in writing Obligatory under the Defts Hand and Seal Duly Executed and Dated the 22 day of November Anno Dom 1727 as the Bond appeares and yet the Deft Neglects to Pay the same to the Pltff which is to the Damage of the said Samuel Terry as he saith the Sum of Twenty Pounds with other Due Damages. The Pltff Appeared in Court but the Deft being three times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover of the Deft the Sum of Twenty Eight Pounds Two Shillings Debt and Costs of Court taxed at two pounds fifteen Shillings. After all which the Deft by his Atto Mr Jacob Lawton appeared in Court and appealed from the Judgment of this Court to the Next Superiour Court of Judicature to Terry & Colton

(cc

Court held at Springfield within and for the County of Hampsh. on the fourth Tuesday of September
next. The Appellants Attorney at Principle Jonathan Ball of Springfield
in the Appellants Behalfe Appeared in Court and Acknowledged themselves to be Joynt
severally Indebted to the Appellee in the sum of Twenty pounds to be levied and Duly paid
to Appellee in case the Appellant failed of Prosecuting his Appeal with Effect and Abiding
and Performing the Order of Court thereon and of Paying and Satisfying Interest and
Damages occasioned to the Appellee by his being Delayed with additional Costs in Case the
Judgment be Affirmed

Henry Wolcott of Springfield aforesaid Weaver Plaintiff Versus Robert Old of
Springfield aforesaid Taylor Defendant Plaine that the said Defendant by his Certain Promissory
Note in writing under his hand and Seal Dated Jamestown March the 25th year 1727
Did thereby Oblige himself to Deliver to the Pltff Eighty Gallons of good Merchantable Rum at
Hartford by the first Teasel that Came after the Date Hereof Which Teasel will appear —
Which the Defdt hath Hitherto neglected and still Neglects to Deliver to the Pltff, the non
Delivery whereof is to the Damage of the Pltff Twenty Shillings — The Pltff and Defdt appeared in Court — The Defdt Saith he
ought not to be Ansered thereto because he is not guilty in manner and form — In this Action the Evidence
being Produced in Court and Heard and the Cause on both sides being Duly Considered and all things
touching the same being duly Ponder'd it was Committed to the Jury and kept being —
Foreman who Returned their Verdict upon oath that they find for the Pltff Twenty
Gallons two Quarts Half a Pint and three Pints of Rum and Costs of Court
It is therefore Considered by the Court that the Pltff Shall Recover against the Defdt Thirty —
One Gallons two Quarts Half a Pint and three Pints of Rum Debt and Costs of Court —
taxed at three Pounds ix Shillings — The Defdt by his Attorney John Huggins in
Appeals from the Judgment of this Court to the next Superior Court of Judicature to be
Holden at Springfield within and for the County of Hamps. on the fourth Tuesday
of September Next The Pltff Attorney at Principle Jonathan Ball had of Springfield and
Ebenezer Terry of Enfield as Sureties in the Appellants Behalfe Appeared in Court and
Acknowledged themselves to be Joyntly and Severally Indebted to the Appellee in the sum of
Twenty Pounds to be well and truly Paid to the Appellee in case the Appellant failed of
Prosecuting his Appeal with Effect and of Abiding and Performing the Order of Court
thereon and of Paying all Intervening Damages occasioned to the Appellee by his being
Delayed with additional Costs in case the Judgment be Affirmed

Henry Wolcott of Springfield aforesaid Weaver Plaintiff Versus Robert Old of Springfield
aforesaid Taylor Defendant In a Plea of the Case for that the Defdt Though thereto
requested Neglects and Refuses to pay to the Pltff the sum of Seventeen pounds ix shillings
in money or Bills of Credit which the Defdt owth to the Pltff by Virtue of certain note
of hand Duly Granted originally made Payable to Samuel Merriam or Order, Dated the
twenty Eighth day of June Anno Dom. 1727 which sum of £17.9. The Defdt was Obliged to
pay to the Pltff Merriam or Order Ninety days after the date thereof as by the note well more
fully appear to the Pltff Court doth Think that the Defdt Hath not paid the aforesaid
Debt the non payment whereof is to the damage of the Pltff Henry Wolcott the sum of
Twenty pounds with other Due Damages — The Pltff appeared in Court but the
Defdt being three times called made Default of Appearance — It is therefore considered by the Court
that the Pltff shall Recover against the Defdt the sum of Seventeen pounds ix shillings Debt and Costs
of Court taxed at two pounds three shillings — After all which the Defdt by his Attorney
Mr. John Huggins Appeared in Court and Appealed from the Judgment of this Court to the next Superior
Court of Judicature to be holden at Springfield within and for the County of Hamps. on the fourth Tuesday
of September Next The Defdt Attorney at Principle Jonathan Ball of Springfield Husbandman
and Ebenezer Terry of Enfield in the County aforesaid as Sureties in the Appellants Behalfe
appeared in Court and Acknowledged themselves to be Joyntly and Severally Indebted to the
Appellee in the Sum of Twenty Pounds to be well and truly Paid to the Appellee in Case the
Appellant failed of Prosecuting his Appeal with Effect and of Abiding and
Performing the Order of Court thereon and of Paying and Satisfying Intervening
Damages occasioned to the Appellee by his being Delayed with additional Costs
in Case the Judgment be Affirmed

John Moses of the Town of Springfield in the County of Hartford in the Colony of Connecticut Husbandman
Plaintiff & Appellee Versus Anthony Austin Inhab. of Suffield in County of Hampshire Husbandman Defendant
Matter of the Case for that the Defendant Denies to Pay to the Pltff the Summ of five Pounds Current Money
of New England Due from the Defdt to the Pltff by one Written Contract Under the Defts own hand
Dated the Fourth day of September Anno Dom 1727 & Payable &c. Demanded &c. The Defdt Having
Cast Not Produced upon Imparlance at large Appear Which the Defdt Hath hitherto Denied
and still doth Deny to Pay to the Pltff Which is to the damage of the Pltff John Moses Fifteen Pounds
the sum of Eight Pounds with other Due Damages &c. The Pltff by his attorney Mr. Moses
Pease &c. and the Defdt by his attorney Mr. Jacob Lawton Appeared in Court
The Defdt Pleads to Issue that the Instrument Produced is not his Deed In this action the
Evidences being produced heard and Pleadings on both sides being heard and all things
touching the Cause being duly Debated it was Committed to the Jury (Sam. Keep Being
Foreman) who returned to be Bound upon oath that they find for the Pltff the five Pounds
sued for and Costs of Court It is therefore considered by the Court that the Pltff shall
Recover against the Defdt the Summ of five Pounds Debt and Costs of Suit Taxed at three
Pounds fourteen Shillings and Six Pence The Defdt by his attorney appeales from
the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within
and for the County of Hampshire on the fourth Tuesday of September Next the Defdt and Principle
Nathan Sikes and Jonathan Ball Husbandmen all of Springfield aforesd as Sureties in the Appeal
Behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted
to the Appellee in the Summ of Twenty Pounds to be well and truly Paid to the Appellee In
Case the Appellant fails of Prosecuting his Appeal with Effect and of Abiding and Performing
the Order of Court thereon and of Paying and Satisfying all Intervening Damages occasioned
to the Appee by his being Delayd with additional Costs In Case the Judgment be Affirmed.

Thomas Ebbins of Springfield aforesd Gentleman Plaintiff Versus Cornelius Jones of
Springfield aforesd Taylor Defdt In Plea of Debt to the Summ of Forty Pounds and four Shillings
in Current money of Bills of Credit of the Province of the Massachusetts Bay Due from the Defdt to the
Pltff by one bond in writing Obligatory Under the Defts hand and Seal duly Executed and
Dated the Eighteenth day of December Anno Dom 1727 as by the bond Appeares and yet the Defdt
Neglects to pay the Same to the Pltff Which is to the damage of the Pltff Thomas Ebbins as
the Value of the Summ of Forty Pounds with other Due Damages &c. The Pltff by his
attorney Mr. Nathan Higgins Appeared in Court But the Defdt being three times
Called in the Court Did not Appear nor Answer. It is therefore considered by the Court that the
Pltff shall Recover against the Defdt the Summ of Twenty Pound twelve Shillings and six
pence being the Just Sum due on Bond and Costs of Suit Taxed at seven pounds sixteen
Shillings After all which the Defdt by his attorney Mr. Jacob Lawton Appealed in
Court and Appealed from the Judgment of this Court to the Next Superior Court of Judicature to
be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of
September Next, the Defdt Lawton attorney as Principle Nathan Sikes and Jonathan Ball
Husbandmen all of Springfield aforesd as Sureties in the Appellants Behalfe appeared in
Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee
in the Summ of Forty five Pounds to be well and truly Paid to the Appee In Case the Appellant
fails of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of said
Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the
Appee by his being Delayd with additional Costs In Case the Judgment be Affirmed

John Pynchon of Springfield John Ashley of Westfield and Henry Dwight of Hatfield are in the
County of Hampshire Surviving Commissioners appointed by Virtue of an Act of the Great and
General Court of the Province of the Massachusetts Bay Entitled an Act for the making and
Emitting the Summ of One Hundred Thousand Pounds in Bills of Credit on the Province aforesd
Plaintiffs Versus Edward Kibbee of Enfield in County of Hampshire Husbandman
Defendant In a Plea of Trespass and Ejectment for that the Defdt denies to Deliver to the
Pltffs in Capacity aforesd to the use of the Province a Portion of five Acres of Land
of land Lying and being in the Bounds of the Township of Enfield aforesd (viz)
the

One Parcel of Land lying on Deerfield River containing Nine Acres be it more or less and Building on
bounded North on Common land South upon land of Ezekiah Booth East and West upon Common
land, Another Piece or Parcel of land in the first Division in the North Field containing by
Estimation Twenty Five Acres be it more or less, and Lyes Butting and Bounded North upon
the Highway South upon land of Geo. Meacham East by land of the Heyrs of Eas-
ton and West by land of Rob. Dean & others, Another Piece or Parcel of land in the Second
Division in the North Field Containing by Estimation Twelve Acres more or less and
lyes Butting and bounded North upon the Highway and South by the Highway East by his the
Deft. Eds Hobbs own Land and West by Land of Sam. Parsons, Another Piece or Parcel of
Meadow Land in the Little Field containing Seven Acres be it more or less and lyes Butting and
Bounded North upon land of Richard Green, and South by his the Deft. own land, East by the
land of John Hall & others the Country Road or Highway, Another Piece or Parcel of land in
the North field adjoyning to the Seven Acres Containing by Estimation three Acres be it more
or less, and Lyes Butted and bounded North by the Seven Acres aforementioned
South by land of Thomas Hobbs East by land of John Hale and West by his the Deft.
own land with the Buildings Edifices and other Appurtenances thereto belonging
which Pieces or Parcels of land with the Buildings and Appurtenances are justly forfeited
to and become the proper Estate of the Pltfs In their Capacity for the Use aforesd. By virtue and
Vertue of a Certain Deed of Mortgage duly Executed Under the Deft. hand and Seal
Dated the Sixteenth day of May 1717 for not paying to the Pltfs In their Capacity
aforesd. for the Use aforesd. the Sum of Fifty Pounds In Good Bills of Cred. on the Province
aforesd. with the Interest for the same after the Rate of five Pounds p Cent p Annum
In manner and form as is set forthen the sd. Deed of Mortgage, as by the sd. Deed of Mortgage
Registred in the Records for the sd. County to Him Ready produce more at Long Appears,
The Deft. not Delivering the Possession of the premises as aforesd. is to the Damage &c
The Pltfs. Appeared In Court, But the Deft. being three times called made
Default of Appearance. It is therefore Considered by the Court the Pltfs. shall
Recover Ag.t the Deft. the Sum of Sixty Six Pound Eleven Shillings & Fourpence being
the Principle and Interest Due on the Mortgage In Bills of Cred.t as aforesd. to be Paid
In two Months time from the date hereof &c or that upon failure thereof they Recover
Possession of the sd. Pieces or Parcels of land &c and Costs of Court taxed at Three Pound
Eighteen Shillings and Nine Pence, & that Execution be accordingly Award for the Same

John Lynchon of Springfield, John Athey of Westfield, Henry Dwight of Hatfield all in the
County of Hampshire Esqrs. Justices of the Peace & Commissioners appointed by Virtue of an Act of the
Great and General Court of the Province of the Massachusetts Bay Entitled an act for the making
and Emitting the Sum of One Hundred Thousand Pounds in Bills of Cred.t on the Province
aforesd. Plaintiffs Thomas Ingersoll of Springfield aforesd. Yeoman Keeper Defendant
Certifies & Says, Thomas Ingersoll aforesd. Yeoman Keeper Defendant
In a Plea of Trespass and Ejectment saith that the sd. Thomas Ingersoll Refuses to Deliver to the
Pltfs. In their Capacity for the Use of the sd. Province Possession of three Pieces or Parcels of Land,
lying and being within the Bounds of the Township of Springfield aforesd. (viz.) a Tract of Land
lying on the West side of the Great River and is Containing by Estimation Fifty Acres more or
less lying and Situate on the Bottom called Brook Brook and is Bounded by the High-
way that goeth to Westfield North and is Sixty Rods in Breadth, And on the
West side is one Hundred and Eighty Rods in length Running to Agawam River, and
on the East side it is one Hundred Rods in length to said Agawam River. It is
Bounded up by the Upper most Bar of the said Agawam River to said Brook Brook mouth
A second Parcel of land is Forty Acres of land more or less lying in a Neck called
Kenunpach Bounded on the South by Thomas Dagan Jr. Eight hundred Rods, on
the North Thomas Noble one Hundred Rods, East by the foot of Little Seventy two Rods
West by Marked trees Seventy two Rods, A third Parcel of land is upon the Island
or Near thereto adjoyning Commonly called Squaw Island The Island being Twenty Acres
more or less, Bounded Southerly by the Highway, Westerly by the Commons, Northerly by
the Common land Relaiah Bars Easterly by the Common that lyes Between the
the Easterly side of the Great River, with the Buildings Edifices and Appurtenances
thereto Appertaining, All which are justly forfeited to and ought to become the
proper Estate of the Pltfs. In their Capacity for the Use aforesd. by Virtue of Certain Deed of
Mortgage

Mortgage duly Executed under the hand and Seal of the Defendt Ingersol Bearing Date the Twenty fifth day of May 1717 for not Paying to the Pltffs Brief Capacity for the Use of the Town of Sixty Pounds in good Bills of Credit on the Province with the Interest Due Came due to the Rate of five Pounds Ten Shillings per Annum in manner as per Mortgage the Defendt Not Delivering the Possession of the Premises to the Pltffs Brief Capacity for the use aforesaid is to their Damage &c. The Pltffs appeared in Court But the Defendt being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltffs shall Recover against the Defendt the Sum of Sixty Nine Pounds Ten Shillings Two Pence & Two Farthings Poldin Money Provincial Bills of Credit Provincial Notes Paid in Twelve months time Upon failure thereof to Recover Possession of the Three Acres of Land &c and Cost of Court taxed at Three Pound Thirteen Shillings & Six Pence and that Execution be Accordingly Issued for the same

Sam. Barnard late of Hadley in the County of Hampshire Yeoman Plantiff Versus Sam. Bush of Brookfield in the County aforesaid Husbandman Defendt In a Plea of Debt for that the Defendt Owes to the Pltff the Sum of Twelve pounds Lawful money of New England with the Interest thereon due on a Note under the Defendts hand Dated the Sixth day of January Anno Dom. 1723 As by the writ more Large is set forth The Plantiff appeared in Court But the Defendt being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Defendt the Sum of Fourteen Pound Fourteen Shillings and Six Pence Debt and Cost of Court taxed at Three Pound Eight Shillings and Six Pence Execution Issued out Sept. 12th 1728.

John Mirick Thomas Hatton and John Day all of Springfield in the County of Hampshire Gentlemen Justices for the Town of Springfield Plantiffs Versus James Dorchester Senr and James Dorchester Junr both of Springfield aforesd Husbandmen Defendts or either of them Defendts In a Plea of Debt for that the Defendts or either of them doing to Pay to the Pltffs in their Capacity aforesd the full and Just Sum of Sixty Pounds Lawful money of the Province of the Massachusetts Bay Due by Bond under the Defendts hand and Seals Jointly and Severally Bound Dated the Eighteenth day of November 1721 as by the said Bond to be in Court Produced more fully Appears the non Payment of which is to the Damage &c. The Pltffs appeared in Court But the Defendt (Viz James Dorchester Junr being only taken by the writ) being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltffs shall Recover against the Defendant James Dorchester Junr the Sum of Eighteen Pound Ten Shillings Debt And Cost of Court taxed at Two Pound five Shillings and Nine Pence

John Devotion Peter Roe and John Kent all of Suffield in the County of Hampshire Husbandmen Justices for the Town of Suffield aforesd to Let out the Town Proportion of the Fifty Thousand Pounds Loan Granted the March 1720 Plantiffs Versus Jehabod Smith Senr and Jam. Smith Junr both of Suffield aforesd Husbandmen Defendts or either of the Defendts In a Plea of Debt for that the Defendts Doing to Pay to the Pltffs in their Capacities the full and Just Sum of Twenty Pounds Lawful money of New England Due by Bond under the Defendts hands and Seals Dated the 14th day of November 1721 As by the writ more fully is set forth The Pltffs Appeared in Court But the Defendt Jehabod Smith only being taken by the writ) being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltffs shall Recover against the Defendt Jehabod Smith the Defendt the Sum of Twelve Pound Two Shillings and Three Pence Debt And Cost of Court taxed at Two Pound Thirteen Shillings and Six Pence Execution Issued out July 31st 1728

John Devotion Husbandman Peter Roe Yeoman and John Kent Yeoman all of Suffield in the County of Hampshire Justices of Suffield the Fifty Thousand Pounds Loan Plantiffs Versus Ezekiah Parsons of Windsor in the County of Hartford and David Winchell of Suffield aforesd Husbandmen Defendts or either of them Defendts In a Plea of Debt as the writ at Large is set forth The Pltffs Appeared in Court and withdrew this Action

John Devotion Peter Roe and Benj. Kent all of Hatfield Gentlemen Justices of the Peace for the County of Hampshire to Get out Hatfield County Stock proportion of the Fifty Thousand Pounds Loan Granted in the year 1720 Plaintiffs Versus Nathan Hamblin and Edward Foster both of Hatfield aforesaid Yeomen Defendants in a Plea of Debt for that the Defts being by the first Tuesday of March Thirty Pounds Current money of New England Bond and the Defts hand Bear Date the Twentieth day of November Anno Dom 1721 as by the writ made Case is set forth The Plffs appeared in Court But the Defts Nath. Hamblin being only taken by the writ being three times called made Default of appearance It is therefore considered by the Court that the Plffs shall Recover of the Defts Hamblin the Debt the sum of Eighteen Pounds three shillings and five pence Debt and Cost of Court taxed at two Pounds thirteen shillings and six pence Execution Issued May 31st 1728

John Devotion and Peter Roe both of Hatfield in the County of Hampshire Husbandmen and John Kent the Younger Yeoman Executor to his Father John Kent late of Hatfield aforesaid Decd as they are Justices for the Town of Hatfield to Get out Hatfield Proportion of the Fifty Thousand Pounds Loan Granted in the year 1720 Plaintiffs Versus Richard Austin and Bond Anthony Austin both of Hatfield aforesaid Yeomen Defts in a Plea of Debt of Twenty five Pounds Current money ——— of New England Bond bearing the Defts hand and Seal Dated November the thirteenth 1721 as by the writ made Case is set forth The Plffs appeared in Court But the Defts Richd Austin being only taken by the writ being three times called made Default of appearance It is therefore considered by the Court that the Plffs shall Recover of the Richd Austin the Defts the sum of Eleven Pounds Nineteen Shillings Debt and Cost of Court taxed at two Pounds thirteen shillings and six pence Execution Issued May 31st 1728

John Horton of Springfield aforesaid Husbandman Plaintiff Versus Robert Ward of Springfield aforesaid Tailor Defendant in a Plea of Debt for that the Deft Denies to Pay to the Plff the sum of Thirty Pounds in Indian Bills of Credit Coin Lawful money of New England justly due from the Deft to the Plff by one Bond bearing Date the Eighteenth day of April last past as by the Bond to the Court produced more fully appears the non Payment of which is to the damage of the Plff Horton as he saith the sum of thirty five Pounds with other Due Damages The Plff by his Attorney John Higgins appeared in Court But the Deft being three times called made Default of appearance It is therefore considered by the Court that the Plff shall Recover of the Deft the sum of four Pounds Nineteen Shillings being the full sum due on the Bond and Cost of Court taxed at two Pounds nine shillings After all which the Deft by his Attorney Edward Lawton appeared in Court and prays from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Monday next ensuing Upon Principle John Ball his Bail also both of Springfield aforesaid Yeoman Sureties Bail Bail Bail appeared in Court and acknowledged themselves to be truly and severally indebted to the Appellee in the sum of Thirty Pounds to be well and truly paid to the Appellee in case the Appellant fail of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of said Court thereon and of Paying and Satisfying all Intervening Damages and Costs to the Appellee by his Being Debtor with the Appellant in the Judgment aforesaid

Josiah Miller of Springfield aforesaid Tailor Plaintiff Versus Joseph Jennings of Brookfield within the County of Hampshire Yeoman Defendant in a Plea of Trespass for that the Deft Detains from the Plff the sum of Thirteen Pounds Nine Shillings and one Penny Due from the Deft to the Plff as by Acct to the writ annexed appears the Non Payment of which is to the damage of the Plff as he saith the sum of Twenty Pounds with other Due Damages The Plff and Deft appeared in Court The Deft pleads to Issue that he owes the Plff Nothing and Puts himself on the country In this action the Pleadings being in Court and Read and the Evidence both Pro and Con being Heard and all things touching the same being fully and duly considered it was committed to the Jury (and Keepers sworn) who Returned their Verdict upon oath that they find for the Defendant Cost of Court

Ff

It is thereon Considered by the Court that the Deft. shall Recover ag.st the Pltf. Costs of suit taxed at four pounds Eighteen Shillings. The Pltf. Appealed from this Judgment to the next Super. Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept.r Next. The appellant as principle John [illegible] and Jonathan Ball both of Springfield as Sureties In the appellants Behalfe Appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the app.ee in the sum of [illegible] pounds to be well and truly paid to the s.d app.ee In case the app.lt failes of Prosecuting his Appeal with Effect and of abiding and Performing the order of s.d Court thereon and of Paying and satisfieing all intervening Damages occasioned to the App.ee by his being Delayed with additional Costs, in case the Judgment be Affirmed

[illegible] vs Jennings

[illegible] How of Brookfield in y.e County of Hampshire Blacksmith Plantiff versus Thomas Baker of Brookfield aforesaid Gentleman Defend.t [illegible] the writ Dated the first day of [illegible] 1728 at large is set forth. The Pltf. Appeared in Court and withdrew this Action

How vs Baker

Joseph Jennings of Brookfield in y.e County aforesd Esq.r Plantiff Versus Anthony Sykes of Suffield within the County of Hampshire Husbandman Defend.t In a plea of Debt of fourty pounds Current money or Bills of Credit Due from the Deft. to the Pltf. by one bond obligatory in writing Und.r the Deft.s hand and seal Dated June 26. 1726 which Bond was originally Payable to Josiah Kellogg of Suffield in y.e County aforesd Shopkeeper and by an Assignm.t Dated Sept.r 2. 1727 is Become Due to the Pltf. as by the Bond and Assignment to said Court produced Appeares the Deft. Neglects and Refuses to pay s.d money to the Damage of the s.d Joseph Jennings as he saith the sum of Fifty pounds with other Due Damages. The Pltf. by his Atto. Mr. Timothy Dwight Appeared in Court But the Deft. being three times Called made Default of Appearance. It is therefore Considered by the Court that the Pltf. shall Recover ag.st the Deft. the sum of Twenty two pounds [illegible] shillings and Five Pence being the just sum due on s.d Bond and Cost of Court taxed at two pounds Nineteen Shillings and six pence. After all which the Deft. by his Atto. Mr. Jacob Lawton Appeared In Court and Appealed from the Judgment of this Court to the Next Super.r Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemb.r Next. The s.d Lawton Atto. as principle Nath.l Sikes and Jonathan Ball both of Springfield as Sureties In the Appellants Behalfe appeared In Court and acknowledged themselves to be Joyntly and Severally Indebted to the appellee in the sum of Fourty pounds to be well and truly Paid to the Appellee In Case the Appellant failes of Prosecuting his appeal with Effect and of Abiding and Performing the order of s.d Court thereon and of Paying and satisfieing all Intervening Damages occasioned to the App.ee by his being Delayed with additionall Costs In Case the Judgment be Affirmed

Jennings vs [illegible]

Joseph Jennings of Brookfield in the County aforesd Esq.r Plantiff Versus Thomas Smith of Suffield In the County of Hampshire [illegible] Defend.t In a plea of Debt of Twenty pounds Current money Due from the Def.t to the Pltf. by one bond in writing obligatory Und.r the Def.ts hand and seal Dated Decem. 26. 1726 which Bond was originally Payable to Josiah Kellogg and by an Assignment Dated Septem.r 2. 1727 is Become justly Due and owing to the Pltf. as by the Bond and Assignm.t may more fully in Court Appear the Def.t Neglects and Refuses Paying s.d money is to the Damage of the s.d Joseph Jennings as he saith the sum of Thirty pounds with other Due Damages. The Pltf. by his atto. Mr. Tim.o Dwight Appeared In Court But the Def.t being three times Called made Default of Appearance. It is therefore Considered by the Court that the Pltf. shall Recover ag.st the Def.t the sum of Seven pounds [illegible] shillings and Eleven Pence Being the just sum Due on s.d Bond and Costs of suit taxed at two pounds Nineteen shillings and six pence. After all which the Def.t by his Atto. Mr. Jacob Lawton appeared In Court and Appealed from the Judgment of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septem.r Next. The s.d Lawton Atto. as Principle & Nath.l Sikes and Jonathan Ball both of Springfield as Sureties In the Appellants Behalfe Appeared In Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee In the sum of Twenty pounds to be well and truly Paid to the Appellee In Case the Appellant failes of Prosecuting his Appeal with Effect and of Abiding and Performing the order of s.d Court thereon and of Paying and satisfieing all Intervening Damages occasioned to the appellee by his being Delayed with additional Costs In Case the Judgment be Affirmed

Do vs Smith

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Richard Austin
of Sufficield in the County of Hampshire Husbandman Defendant in a Plea of Debt of twenty three Pounds
Conditionally Dated December 27 1724 Originally payable to Plaintiff on Demand as the
writ mesne & Appears & by the Plaintiff Cause of Action & Timothy Dwight Attorney appeared
in Court — and the Defendant being three times called made Default of Appearance
It is therefore considered by the Court that the Plaintiff shall Recover of the Defendant
the sum of thirteen Pounds three shillings and nine pence Debt and Costs of Court
and two Pounds sixteen shillings and six pence — Execution issued June 1 1728

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Nathan
Pierce of Ashfield in the County of Hampshire Husbandman Defendant in a Plea of Debt of
thirteen Pounds Current money Due by one Bond under the Defts hand and Seal Dated
Aug 3 1727 originally payable to Joseph Jennings as the writ more at large
sets forth — The Plaintiff by his Attorney Timothy Dwight Appeared in Court
But the Defendant being three times called made Default of Appearance — It is therefore by the
Court considered that the Plaintiff shall Recover of the Defendant the sum of seven Pounds three
shillings three pence Debt and Costs of Court taxed at two Pounds sixteen shillings
and six pence — Execution issued Aug. 8 1728

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Ichabod
Smith of Ashfield in the County of Hampshire Husbandman Defendant in a Plea of Debt of twenty
Pounds Current money Due by one Bond under the Defts hand and Seal Dated May 16 1726
originally payable to Joseph Jennings as the writ more at large is set forth
The Plaintiff by his Attorney Timothy Dwight appeared in Court But the Defendant
being three times called made Default of Appearance — It is therefore considered by the
Court that the Plaintiff shall Recover of the Defendant the sum of twelve Pounds two shillings and
Eight pence Debt and Costs of Court taxed at two Pounds sixteen shillings and six pence
Execution issued June 1 1728

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Ichabod Smith
of Ashfield in the County of Hampshire Husbandman Defendant in a Plea of Debt of twenty pounds
in Bills of Credit Due by one Bond under the Defts hand and Seal Dated December Sixth 1725
originally payable to Joseph Jennings as the writ more at large is set forth
The Plaintiff by his Attorney Timothy Dwight appeared in Court But the Defendant being three
times called made Default of Appearance — It is therefore considered by the Court that
the Plaintiff shall Recover of the Defendant the sum of thirty nine Pounds Debt and Costs of
Court taxed at two Pounds Nineteen shillings and six pence
Execution issued June 1 1728

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Samuel
Copley of Ashfield in the County of Hampshire Husbandman Defendant in a Plea of Debt of
fourty Pounds Current money Due by one Bond under the Defts hand and Seal Dated Sept
5 1726 originally payable to Joseph Jennings as the writ more at large is set forth
The Plaintiff by his Attorney Timothy Dwight appeared in Court But the Defendant being
three times called made Default of Appearance — It is therefore considered by the
Court that the Plaintiff shall Recover of the Defendant the sum of Thirteen Pounds sixteen
shillings and two pence Debt and Costs of Court taxed at two Pounds sixteen shillings
and six pence — Execution issued Aug 8 1728

Joseph Jennings of Brookfield in the County of Hampshire Yeoman Plaintiff Capias Samuel
Smith the first of Ashfield in the County of Hampshire Husbandman Defendant in a Plea of
Debt of fifty three Pounds Current money Due by one Bond under the Defts hand and Seal Dated
Sept 12 1726 originally payable to Joseph Jennings as the writ more
at large is set forth — The Plaintiff by his Attorney Timothy Dwight appeared
in Court — But the Defendant being three times called made Default of Appearance
It is therefore considered by the Court that the Plaintiff shall Recover of the
Defendant the sum of Eighteen Pounds Eighteen shillings and two pence Debt and
Costs of Court taxed at two Pounds sixteen shillings and six pence
Execution issued June 1 1728

Joseph Jennings of Springfield in the County of Hampshire Plaintiff Versus Daniel Smith of the Town of Springfield in the County of Hampshire Husbandman Defendt. In a Plea of Debt for the sum of Twenty Pounds Currant money Due by Bond unto the Defts. hand and seal Dated April the Eighteenth 1726. originally Payable to Josiah Shelding &c as by the writ more at Large is set forth the Plff appeared in Court by his attorney &c. but the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Plff shall Recover against the Deft the sum of thirty pounds and his Costs of Court expended to wit Nineteen shillings and six pence Debt and Costs of Court expended to wit Nineteen shillings and six pence

Execution Filed out June 1st 1728.

Jennings vs Smith

Josiah Shelding of Suffield in the County aforesaid Shopkeeper Plaintiff Versus Jonathan Ball of Springfield aforesd. in the County aforesaid Labourer Defendt. In a Plea of the Case for that the Deft. Denies to Pay to the Plff the sum of Twenty pounds Eighteen shillings and Three pence with the full Interest due from the Deft. to the Plff by a certain Note of Hand under the Defts. hand Dated June 31st 1726 by Supposed Bond the last day of Decemr. Next ensuing in the Plff Note as by the Note Produced may appear the non Payment of which does to the damage of the Plff Josiah Shelding as he saith the sum of Eighteen pounds &c. other Due Damages — The Plff and Deft appeared in Court — The Deft Pleads the writ ought to abate because the Deft hath not his Proper Addition Neither is it an Addition Particular enough to be owned by the Law for any man Especially for any freeholder to which the Court judge by insufficient to abate the same wherefore the Deft Pleads not guilty in manner and form — In this Action the Evidence being Produced in Court & Read and the Reasons on both Sides being Heard and all things touching the same duly Considered it was Committed to the Jury (and Keeper to an Freeman) who returned their Verdict upon oath that they find for the Plff fourteen pounds Nine shillings and Costs of Court — It is therefore considered by the Court that the Plff shall Recover against the Deft the sum of fourteen pounds Nine shillings Debt and Damage and Costs of Court and at three pounds Nine shillings — The Defend. appeals from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next. The Appellant and Principal John Hopkins and Josiah Allen of Springfield aforesd. Husbandmen in the Appellant behalf appeared in Court and acknowledged themselves to be Jointly and Severally indebted to the Appellee in the sum of Thirty Pounds to be levied and Truly paid to the Appellee in case the Appellant fails of Prosecuting his appeal with Effect & Neglect of Abiding and Performing the order of the Court thereon and paying and satisfying all intervening Damages occasioned to the Appellee by his being Delayed witness our hands &c. In Case the Judgment be Affirmed

Shelding vs Ball

Ephraim Mark Pierce of Springfield in the County of Hampshire Husbandman on the 26th day of February last past Recovered Judgment against John Pynchon Esqr. Ag. Benj. Hobbins of Springfield in the County of Hampshire Innholder and Tanner for the sum of Eighteen shillings Debt and Costs of Writ Three shillings and Twelve pence as by the Judgment at large on file appears from which Judgment the said Hobbins appealed to the last Inferior Court of Common Pleas held at Northampton on the last Tuesday of March last — But said Hobbins having entered his complaint at the Court of Common Pleas by his appeal to the Court — The said Pierce having entered his complaint at the Court for the Examination of the Judgment whereby the Consideration of the Court was continued to this Court — It is Now therefore by the Court Considered that the said Pierce shall have and Recover against the said Hobbins the said Debt and Costs of Court and at this Court the said Pierce found Two shillings and six pence — and Judgment of this Court the said Hobbins found Two shillings and six pence — that Execution be awarded for the same — Execution Filed out Sept 2 1729

Pierce vs Hobbins

David Winchell of Suffield in the County of Hampshire Husbandman Plaintiff Versus Atherton Mather without the County of Hampshire Gent. Defendt. In a Plea of the Case as by the writ Dated the 6th day of May 1729 at large is set forth

The Plff appeared in Court & did withdraw this action

Winchell vs Mather

Nathan Warriner of Springfield in County of Hampshire Husbandman Having commenced an
Old Action against Rob Old of Springfield after Continuance but Discontinuing the Same It is
Considered by the Court that the Pl. Old shall Recover against Warriner Cost of Court taxed at thirteen
shillings and four pence

Alexander Allen of the Town of Windsor in Hartford County of Connecticut
Brownk Having commenced an Action ag. Ebenezer Burbanks of Lenox in the County
Allen of Hampshire on Warrant But Discontinuing the Same It is Considered by the Court
that the Def. Eben. Burbank shall Recover ag. the Pl. Alexander Allen Cost of Court taxed
at three pound ten shillings

Anno Regis Georgij Secundi Magnæ Britaniæ &c Primo

At a Court of General Sessions of the Peace Holden at Springfield within and for the County of Hampshire on the Third Tuesday of May being the Twenty first day Anno Dom: 1728

Present
Sam: Partridge
Joseph Parsons
John Stoddard
John Pynchon
John Ashley
Henry Dwight
Eleazer Porter
Esqrs Justices of the Court

All the Grand jurors attended at this Court Excepting Sam: Bush 2d

The Jurors for Tryals Returned & Sworne are Sam: Keep foreman, Sam: Colton, Wm Smith, Sam: Lachton, Noah Clarke, Timothy Childs, Sam: Barnard Junr, Haines Kinsley James Wood, Sam: Hathaway, Josiah King Ebenr How

John Fowsley Sam: Smith (the Son of Edward Smith) and Joseph Younglove all of Suffield in the County aforesd being by way of Recognizance Taken before John Pynchon Esqr one of his Majs Hon Justices of the Peace for the County aforesaid bound to make there appearance at this Court to Answer what should be Objected ag: them on his Majesties Behalfe and Particularly for Stealing two Gudgeons belonging to a water Wheell of a Stamping Mill And three Stamping Heads belonging to the sd Mill from a certain Place in Simsbury Where Lately Stood a Stamping Mill belonging to Jonathan Belcher of Boston in the County of Suffolk Esqr according to Information from Joseph Pitkin of Hartford Esqr Agent for the sd Belcher Who owns the sd Irons Exhibited to the sd Justice on the fourth day of April Last as by the sd Information more at Large is set forth Accordingly all the Parties appeare before this Court and Pleaded not Guilty to the sd Information In Which Case the Evidences being Produced in Court and Read and the Pleas of the Parties being Heard and all things Touching the Same being fully Discussed it was Committed to the Jury (Sam: Keep being foreman) Who were Sworne to try the Same) Returned their Verdict and Say that the sd Joseph Younglove and Sam: Smith are Guilty And that the Said John Fowsley is not Guilty It is therefore Considered by the Court that the sd Joseph Younglove and the sd Sam: Smith shall Pay a fine of Three pounds a piece to his Majestie & be whipped on the Naked Body with Twelve Stripes Each And all the three Parties (Viz) Fowsley Younglove and Smith to Pay Coste of Prosecution as p Bills on file Taxed Viz) Versus Younglove Two Pound Ten Shillings. Versus Smith Two Pound Ten Shillings Versus Fowsley One Pound Twelve Shillings And to Stand Committed Till the Sentence is fullfilled No Personal damage being allowed to the Informer he having Signified that he was Satisfied for the Same From which Sentence the sd Younglove and the sd Smith appealed to the Next Court of Assize and Generall Gaol Delivery to be Holden at Springfield within and for the sd County on the fourth Tuesday of Septemr Next and the Appellants as Principles Nath: Dickes of Springfield and Ebenr Terry of Enfield in County aforesd

Fowsley
Younglove
Smith

(Cos

As Sureties in the Appellants Behalfe appeared in Court and Acknowledged themselves to be Indebted to our Sovereigne Lord the King in the Sum of Twenty Pounds for Each Appellant to be Levyed on their or Either of their Goods or Chattles Lands or Tenements for the use of our S.d Lord the King his Heires or Successors In Case the S.d Appellants fail of Prosecuting the S.d Appeal with Effect and of Abideing and Performing the order of S.d Court thereon and of being of the Good Behaviour in the meanwhile — The S.d John Fowsley Having Satisfied and Paid his Costs aforesaid was Discharged from his Recognizance

Hall Ferry

Nathan.l Hall of Suffield is Licensed by this Court to Keep the Ferry for the Term of one Year Ensuing Between the falls in Connecticut River ag.t Suffield the Fare to be for a man and Horse 6.d And Every Single Person 2.d when Und.r the Number of four And when four or Upwards 1.d Each and Proportionably for other things And the S.d Hall Appeared in Court and Acknowledged Himself Indebted to our Sovereign Lord the King in the Sum of Ten pounds to be Levied on his Estate for the Use of our S.d Lord the King In Case he shall fail of Diligently and Faithfully attending S.d Service During the S.d Term

County Treasurer

Upon Opening and Sorting the Votes for the Choice for a Treasurer of the County of Hampshire It Appeared that Joseph Hawley Gen.tl was Chosen by a Majority of Votes Henry Dwight Esq.r Appointed to Administer an oath to the S.d Treasurer for the faithfull Discharge of S.d Trust

Kellogg

Abigail Kellogg of Westfield Singlewoman Having Confessed the Sin of fornication ordered to Pay a fine of Thirty Shillings to his Majestie and Cost — Paid Accordingly

Cooper & Coffel

Rebecah Cooper of Springfield in the S.d County Singlewoman Appeared before this Court and Confessed that She had been Guilty of the Sin of fornication And that She had been Lately Delivered of A Male Bastard Child Begotten of her Body Ordered to Pay a fine of Thirty Shillings to his Majestie And Cost, And the S.d Rebecah Cooper being examind Upon oath who was the Father of S.d Child (She also having been Put upon the Discovery of the Truth at the time of her Travail) Declared that Robert Coffel of S.d Springfield Husbandman was the Father thereof, And the S.d Rob.t Coffel — also Appearing in Court Deny'd the Same And the Pleas and Proofs of both Parties being Produced and Heard The Court Upon Consideration whereof adjudge the S.d Rob.t Coffell to be the Reputed Father of S.d Child And therefore order the S.d Coffell to Pay to the S.d Rebecah Cooper towards the maintenance of S.d Child the Sum of Three Shillings p Week to Commence from the Birth of S.d Child And that Payable at the End of every Quarter of a Year During the Pleasure of this Court And to Give Security for the Performance thereof And to Indemnifie and Save Harmless the S.d Town of Springfield from any Charge Towards the maintenance of S.d Child, Accordingly the S.d Rob.t Coffell and William Lynchon of S.d Springf.d Gen.tl Gent.r as Sureties in the S.d Rob.t Coffels Behalfe Appeard before this Court And Acknowledged themselves to be Jointly and Severally Indebted to the S.d Rebecah Cooper in the Sum of Sixty Pounds to be well and truly Paid to the S.d Rebecah Cooper In Case the S.d Rob.t Coffell shall fail of Paying to her the S.d Sum of Three Shillings p Week in manner as Aforesaid And also obliged themselves to Save Harmless and Indemnifie the S.d Town of Springfield from any Charge Towards the maintenance of S.d Child

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Anno Regis Georgij Secundi Magnæ Britanniæ &c Secundo

At an Inferior Court of Common Pleas holden at Springfield within and for the County of Hampshire on the last Tuesday being the Twenty Sixth day of the Month June Ann. Dom. 1728.

Present
Sam.ll Partridge
John Stoddard
John Ashley
Henry Dwight
} Esq.rs Justices of Court

Jacob Burnett Foreman Third Jury
John White Jonath.n Sandsley Thomas Mirick Jun.r David Ingersolle Jonathan Strong Seth Kellogg Joshua Lewis Ephraim Kellogg John Meacham Ephraim Kellogg Gideon Mirick Jonas Dickinson

Malachi Grover of Springfield aforesaid Yeoman Plaintiff Versus Eldad Briggs of Marlborough within the County aforesaid Butcher Deft. Mar.ch the 1st Day the Defendant Did promise to Pay the Pltff Twenty Eight Pounds Ten shillings Due from the Deft. to the Pltff upon Book for Cloth the Pltff Bought and Received of the Pltff Sometime in February Last Past and for which the Deft. Did Twenty shillings Earnest in hand and Promised to Pay the Pltff the Sum of Twenty Eight Pounds Ten shillings on the Sixteenth or Twentieth day of June Last Past as Receipt appears which is to the Damage of the Pltff Pltff against the said Sum of Forty pounds with other Due Damages — Pltff appeared in Court But the Deft being Three Times called made Default of Appearance. It is therefore Considered by the Court that the Pltff shall Recover against the Deft the Sum of Twenty Eight pounds Ten shillings money Damage and Costs of Court taxed at Five Pounds Eleven shillings.

Execution Issued out Jan.y 2. 1729

Benjamin Colton of Springfield aforesaid Yeoman Plaintiff Versus Eldad Briggs of Marlborough within the County aforesaid Butcher Deft. Mar.ch the 1st Day the Defendant Did promise to Pay the Pltff the Sum of Forty pounds and Ten shillings and Lawful Interest for the same Due from the Deft. to the Pltff upon one Note in writing under the Defts. hand Duly Executed Dated the Twenty third day of May 1728. and Payable at or before the twenty fifth day of the same Appeared in Court the Deft. Did Owe the same to the Pltff Wherein is the Damage of the Pltff Benj. Colton (as he Saith) the Sum of Seventy Pounds with other Due Damages The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Deft the Sum of Forty Three pounds Ten shillings Debt & Damage and Costs of Court taxed at Four Pounds Seventeen shillings and Six pence

Execution Issued Decem.r 18. 1728

John Lynchon of Springfield in the County of Hampshire Esq. Plaintiff Versus William Horton of Suffield in the County of Hampshire Cooper Defendant Mar.ch the 1st Day Debt for that the Defendant Did promise to Pay the Pltff the said Sum of Sixteen pounds and full money of New England Due by one bond under the Defts. hand and Seal Dated the second day of April Last Past, Wherein he Stands Bound to the Pltff as the writ specifieth and yet Doth, the Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover against the Deft the Sum of Eight pounds three shillings and four pence Debt and Costs of Court taxed at two pounds six pence

Defendt Versus Matthew [illegible]
of Seventy Nine Pounds [illegible]
hand Dated [illegible]

Execution Issued out Decemb. 26 1726

Plea of the Defendt

Execution Issued out Octob. 14th 1728

Execution Issued out Octob. 15th 1728

[illegible]

[illegible] Joseph Bolton of Springfield in County of Hampshire Yeoman Plaintiff versus Benjamin Gates of Springfield aforesaid Yeoman Defendant in a plea of Debt to the sum of Thirty pounds Eighteen Shillings (including the sum of the Matrimonial Bond) on the 29th day of the Defendant's Bond bearing date the 31st day of May 1724 with the further sum of costs. Appeared in Court the 29th day of the Defendant being three times called made default of appearance.

It is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of Twenty Pounds Eighteen Shillings with costs of Court at the Point Nineteen Shillings. Execution granted Jan.y 24th 1728

John Burt of Springfield in County of Hampshire Yeoman Plaintiff versus Hezekiah Dickinson of Hadley in County aforesaid Blacksmith Defendant in a plea of Trespass on the Case for Trespass and Ejectment to the damage of the Plaintiff of Eighty pounds. Appeared in Court the 29th day of the Defendant being three times called made default of appearance.

It is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of Twenty Pounds Eighteen Shillings with costs of Court at the Point Nineteen Shillings. Execution granted Jan.y 24th 1728

Abraham Granger of Suffield in County of Hampshire Husbandman Plaintiff versus Zachary Rogers of Suffield aforesaid Husbandman Defendant in a plea of Debt to the sum of Thirty Eight Pounds Ten Shillings and Twenty one Shillings and Eight Pence the Defendant being Indebted to the Plaintiff the sum of Thirty Eight Pounds Ten Shillings and Twenty one Shillings and Eight Pence by Bond bearing date the 29th day of the Defendant being three times called made default of appearance.

It is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of Twenty five Pounds Eighteen Shillings and three Pence costs of Court. Execution granted February 12th 1729

John Lincoln of Hingham in County of Plymouth Yeoman Plaintiff versus Joshua Wall of Boston in County aforesaid Yeoman Defendant in a plea of the Case for Damages to the Plaintiff the sum of Four pounds Twelve Shillings to be paid in Merchantable Pitch Tar and Turpentine at Price current Due by one Note with the Defendant's Hand bearing date the 29th day of May 1724 by the Defendant's writ. The Defendant being three times called made default of appearance. It is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of Four pounds Twelve Shillings with costs of Court taxed at Two pounds Eight Shillings and three pence

Isaac Huntington of Huntington in County of Hampshire Plaintiff versus Joseph Hubbard of Hatfield in County of Hampshire Husbandman Defendant in a plea of Trespass on the Case for Trespass and Ejectment to the damage of the Plaintiff of Eighty pounds. Appeared in Court the 29th day of the Defendant being three times called made default of appearance.

It is therefore considered by the Court that the Plaintiff Recover of the Defendant the sum of Thirty Four pounds Three Pence Damages which Court in consideration of the Plaintiff's Poverty was Remitted the Plaintiff then in Court Recovered of the Defendant the sum of Twenty pounds Costs of Court taxed at Eight Shillings and Eleven pence. Execution granted Jan.y 24th 1728

[illegible] pltf [illegible]

[illegible] Former ~~[illegible]~~ Judgment [illegible] seventeen [illegible]

[illegible] 1728

Thomas [illegible] Hampshire [illegible] the 23d 17[illegible] [illegible] But the [illegible] the Court [illegible] Iron at the Market Price [illegible] Shillings and Six Pence

Josiah [illegible] County of Hampsh[illegible] [illegible] Luther [illegible] aforesaid Gent. Defent. In a Plea of the Case and it is [illegible] 1727/8. As of the writ [illegible] But the Deft. [illegible] It is therefore [illegible] Cost [illegible]

[illegible] In a Plea of the Case [illegible] twenty [illegible] Pounds fifteen shillings [illegible] the Deft [illegible] Court [illegible]

Joseph Burton [illegible] Ebenezer Pumry of Northampton in the County of Hampshire [illegible] Deft. In a Plea of the Case [illegible] Recovery of six [illegible] not Guilty [illegible] In this action after a full Hearing [illegible] it was Committed to the Jury [illegible] It is therefore Considered by the Court that the Deft. [illegible] Recover [illegible] Cost [illegible] two Pound one Shilling

Joshua [illegible] In a Plea of the Case for the Recovery of the Sum of Eight Pounds [illegible] to the writ [illegible] County [illegible] Committed [illegible]

[illegible] Refused [illegible] the Justices [illegible] [illegible] [illegible] in [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] in Hampshire [illegible] [illegible] [illegible] [illegible] Suretys [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] all Intervening Damages Occasioned [illegible] Costs [illegible] [illegible]

End

Joshua Leavitt of [illegible] Husbandman Defendant [illegible] Plea of Trespass and Ejectment Brought [illegible] Hampshire [illegible] 1728 [illegible] [illegible] Twenty [illegible] laid out [illegible] Hundred [illegible] to a Point [illegible] Highway And [illegible] Land above Described [illegible] Purchased of Ebenezer [illegible] of [illegible] [illegible] Anno Dom 172[illegible] [illegible] with their Lands [illegible] by a Certain Deed [illegible] Executed and Recorded in ye County Records [illegible] at Large Appear [illegible] [illegible] Entry [illegible] or [illegible] [illegible] and [illegible] [illegible] the Plaintiff [illegible] the sum of two Hundred Pounds [illegible]

Judgment was Rendered for the Deft Cost of Court Which Judgment [illegible] and Erronious and ought to be Reversed [illegible] for the Reversing [illegible] [illegible] two Hundred Pounds [illegible] Plt and Deft appeared [illegible] the Deft [illegible] there is not any Error in the [illegible]

In this action [illegible] Court [illegible] Sides being Heard in all things [illegible] Committed to the Jury [illegible] who Returned their Verdict upon oath that they find for the Deft Cost of Court [illegible] by the Court that the Deft [illegible] Recover of the Plt [illegible] Suit [illegible] pound three shillings

End

Timothy [illegible] Husbandman [illegible] Ebenezer [illegible] for the Recovery of the [illegible] [illegible] [illegible] the writt more at Large is [illegible]

Plt Appeared [illegible] that the Deft [illegible] [illegible] Appearance

[illegible]

[illegible] Merchantable [illegible] Three Pounds Ten Shillings [illegible]
Execution Issued Octob[r] 16 1725

[illegible] James Lockhart [illegible] Hampshire [illegible] Hatfield [illegible]
[illegible] Many Months [illegible]
[illegible] Appeared in Court [illegible]

Timothy [illegible] of Hartford [illegible] Recover against the Deft [illegible]
Execution Issued Octob 16 1725

Samuel Porter Gent[n] and Eleazer Porter Gent[n] [illegible] Barber [illegible] Hampshire [illegible]

the Sum of [illegible] Pounds in Quantity money [illegible] [illegible] the Court [illegible] [illegible] [illegible] [illegible] day of [illegible] [illegible] [illegible] his Reign [illegible] [illegible] [illegible] [illegible] appeared in Court [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] Recovering the [illegible] [illegible] [illegible] [illegible] Court [illegible] at [illegible] [illegible] and [illegible]

James Mackjen of [illegible] in the County of Hartford and Colony of Connecticut Shopkeeper Plaintiff [illegible] [illegible] of Springfield in the County of Hampshire [illegible] Defendant [illegible] [illegible] [illegible] [illegible] [illegible] The Plaintiff appeared in Court and withdrew this action

John Arnold [illegible] [illegible] in the County of [illegible] in Connecticut [illegible] Plaintiff [illegible] Atherton Mather of Suffield in the County of Hampshire Gent. Defendant in a plea of the case for that the said Defendant [illegible] on or about the [illegible] of [illegible] Anno Dom. 172[illegible] at the Town of Suffield [illegible] in the consideration of a certain Horse then sold the Defendant [illegible] [illegible] the sum of fifteen Pounds ten shillings, then and there assumed upon himself and to the Plaintiff faithfully promised to pay the Plaintiff then or [illegible] the sum of fifteen Pounds ten shillings [illegible] [illegible] appears yet the Defendant not minding his promise and assumption aforesaid [illegible] [illegible] craftily intending the Plaintiff [illegible] to deceive and defraud [illegible] [illegible] [illegible] the said 15:10 pounds [illegible] which is to the damage of the said John Arnold as he saith the sum of [illegible] pounds with other due damages. The Plaintiff by his attorney John [illegible] Lawton and the Defendant appeared in Court [illegible] [illegible] [illegible] not guilty as set forth in the [illegible] [illegible] [illegible] [illegible] [illegible] the Evidences [illegible] in Court and Read and the Parties on both sides being heard and [illegible] the same being fully [illegible] it was committed to the Jury [illegible] [illegible] who Returned their Verdict upon oath [illegible] for the Plaintiff fifteen Pounds ten shillings and cost of Court. It is therefore Considered by the Court that the Plaintiff shall Recover against the Defendant the sum of fifteen Pounds ten shillings [illegible] Damage And cost of Court [illegible] at [illegible] Pounds [illegible] shillings and [illegible] pence

Execution [illegible] [illegible] 1[illegible] 8

John Arnold of [illegible] in Connecticut Colony Gent. Plaintiff versus Atherton Mather of Suffield in the County of Hampshire Gent. Defendant in an action of the case [illegible] Whereupon the Plaintiff [illegible] with that the Defendant having [illegible] [illegible] [illegible] Dated Decemb. 17th 1727 [illegible] One [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] [illegible] to the Plaintiff a [illegible] Blank Deed of a thousand Acres of Land [illegible] [illegible] [illegible] [illegible] as [illegible] appears [illegible] Received [illegible] Dated [illegible] Anno Dom. 17[illegible] to the Damage of the Defendant [illegible] one [illegible] and [illegible] [illegible] [illegible] Court of Common Pleas at Northampton [illegible] [illegible] [illegible] [illegible] John Arnold [illegible] [illegible] and void [illegible] [illegible] [illegible] [illegible] and [illegible] Mather [illegible] Blank Deed [illegible] [illegible] [illegible] [illegible] action [illegible] Mather [illegible] forty two shillings upon which the said Mather [illegible] he withdrew the said action yet nevertheless the said Mather Intending to cheat and defraud the said Arnold [illegible] [illegible] at the aforesaid Court at Northampton [illegible] [illegible] [illegible] [illegible] Court at their Sessions at Springfield on the third Tuesday of May last past Entered up final Judgment [illegible] Arnold in the said action for one thousand [illegible] Damage and Cost of Court [illegible] at three Pounds Eleven shillings and Execution has been awarded thereupon all which [illegible] and [illegible] [illegible] the Defendant with [illegible] [illegible] [illegible] [illegible] [illegible] the sum of Eleven Hundred Pounds with other due Damages. The Plaintiff by his Attorney [illegible] [illegible] and the Defendant by his Attorney [illegible] Jacob Lawton [illegible] appeared in Court

Arnold vs Mather

the

[illegible] found in the [illegible] fifty Eight [illegible] Eight [illegible] the [illegible] that [illegible] Eight Pounds Eleven Shillings [illegible] Pence [illegible] the s^d Appellee [illegible] Judgment of this Court to the [illegible] Humphrey on the [illegible] day of September [illegible] Sufficient [illegible] as Purchasing [illegible] Appellee [illegible] Joyntly and Severally [illegible] One thousand [illegible] Paid to the [illegible] the Appellant [illegible] the Effect [illegible] performing the [illegible] Court thereon and of Paying [illegible] with additional Costs [illegible] the Judgment be affirmed.

Humphrey [illegible] in the [illegible] Hatherton [illegible] [illegible] 1728 [illegible] 12.10 [illegible] Interest [illegible] Paid the Plt the Last day of [illegible] appear the [illegible] Humphrey [illegible] the Sum of Thirty five Pounds [illegible] the Plt [illegible] appeared [illegible] thereof Given to him [illegible] the Court Judge Insufficient [illegible] Plead not Guilty. In this action the [illegible] Thirteen [illegible] the Judgment [illegible] the Appellant [illegible] Affirmed.

[illegible] Plea of the Case [illegible] 1747 [illegible] Six Pence [illegible] Execution [illegible] and

John Huggins of Springfield In the County of Hampshire [illegible] Plaintiff vs [illegible] Frost of Springfield [illegible] Yeoman Defend[an]t In [illegible] [illegible] Wages [illegible] sum of Three Pounds [illegible] money Due by [illegible] [illegible] Mather [illegible] 1728 [illegible] the writ now at large [illegible] — the pl[ainti]ff app[eare]d [illegible] — the Def[endan]t being three times Called made Default of appearance — It is [illegible] by the Court that the Pl[ainti]ff shall Recover ag[ain]st the Def[endan]t [illegible] the [illegible] pound Debt And Cost of [illegible] taxed at [illegible] pound Eighteen shillings

Huggins v Frost

Execution [illegible] out Oct[obe]r 7th 1728

John Huggins of Springfield In the County of Hampshire [illegible] Plaintiff vs Pelatiah [illegible] of Springfield [illegible] Taylor Def[endan]t In a Plea of Debt to the sum of [illegible] money [illegible] Bond Due from the Def[endan]t [illegible] [illegible] under the hand and seal of the Def[endan]t and Benoni Jones of Springfield [illegible] yeoman Dated the [illegible] day of Aug[us]t 1726 Jointly & severally Bound [illegible] the writ now at large [illegible] — the Pl[ainti]ff appeared In Court But the Def[endan]t being three times called made Default of appearance — It is therefore Considered by the Court that the Pl[ainti]ff shall Recover ag[ain]st the Def[endan]t the sum of thirty [illegible] pounds [illegible] shillings and Nine Pence Debt And Cost of suit Taxed at two pound Seventeen shillings —

Huggins v Jones

Hezekiah Noble of Westfield In s[ai]d County of Hampshire Taylor having been [illegible] to [illegible] facias to [illegible] before this Court to shew cause (if any he have) wherefore Pelatiah Jones of Springfield In s[ai]d County [illegible] Taylor ought not to have his Execution ag[ain]st him upon a Judgm[en]t said Jones Recovered ag[ain]st the s[ai]d Noble at an Inferiour Court of Common Pleas holden at Springfield on the third Tuesday of May 1726 for the sum of [illegible] pound [illegible] shillings Debt & cost of Court taxed at Pound two shillings [illegible] — the s[ai]d Jones by his Att[orne]y Mr John Huggins appeared now In Court, & [illegible] Noble being three times called made Default of appearance. It is therefore Considered by the Court that the s[ai]d Pelatiah Jones shall have his Execution ag[ain]st the s[ai]d Noble for the s[ai]d Debt [illegible] and shall also Recover ag[ain]st him Cost of this Court Taxed at Two Pounds seven shillings and six Pence —

Jones v Noble

Execution issued out Octo[be]r 16th 1728

Francis Dupuisey late of Barbadoes Merchant since his being at [illegible] in Hartford In the County of Hartford, now of Springfield [illegible] Merchant Plaintiff vs Stephen Boutineau of Boston In the County of Suffolk Merch[an]t Def[endan]t [illegible] pay the Pl[ainti]ff the sum of One thousand [illegible] pounds [illegible] [illegible] the Pl[ainti]ffs acc[oun]t annexed to the writt and [illegible] the Non paym[en]t of which is to the Damage of the s[ai]d Francis Dupuisey as he saith the sum of two thousand [illegible] other [illegible] — the Pl[ainti]ff by his Att[orne]y [illegible] Huggins And the Def[endan]t by his Att[orne]y Mr [illegible] appeared In Court — the Def[endan]t saith that this action [illegible] not in this County nor do either of the [illegible] Live within it therefore this Court [illegible] no Cognizance of this action Here and therefore [illegible] the Court [illegible] to abate the writt — the Def[endan]t having his Plea [illegible] that he oweth the Pl[ainti]ff nothing in manner and form — In this action the [illegible] being Produced In Court and Read and the Pleas on both sides being heard [illegible] was Committed to the Jury [illegible] who Returned their verdict upon oath that they find for the Pl[ainti]ff the sum of [illegible] thousand [illegible] pounds [illegible] shillings and [illegible] Pence And Cost of Court — It is therefore Considered by the Court that the Pl[ainti]ff shall Recover ag[ain]st the Def[endan]t the sum of One thousand [illegible] pounds [illegible] shillings and [illegible] Pence Debt or Damage And Cost of Court Taxed at Five pounds [illegible] shillings — the Def[endan]t by his s[ai]d Att[orne]y [illegible] of this Court to the next superiour Court of Judicature to be Holden at Springfield [illegible] the County of Hampshire [illegible] Att[orne]y [illegible] And [illegible] as [illegible] appellant [illegible] [illegible] with [illegible] Court [illegible] in case the Judgment be Affirmed —

Dupuisey vs Boutineau

[illegible] Samuel [illegible] of [illegible] in the County of Hartford [illegible] Plaintiff Versus Huggins
[illegible] Springfield [illegible] County of Hampshire Yeoman Def. [illegible] Plea of Debt [illegible]
[illegible] the [illegible] which is [illegible] with all the Marks
[illegible] Note [illegible] hand Dated the 24th of Febry 1727 [illegible] the writt
[illegible] set forth [illegible] Attorney [illegible] Appeared [illegible]
[illegible] Times Called made Default of Appearance [illegible]
[illegible] that the [illegible] Recover [illegible] the Sum of [illegible]
[illegible] taxed at [illegible]

[illegible] Beauchamp [illegible] Plaintiff Versus
Hezekiah Kirk [illegible] County of Hampshire [illegible] Plea of Debt [illegible] the Sum of
Twenty One Pounds [illegible] Shillings Current money of the Province of the Massachusetts Bay [illegible]
[illegible] hand [illegible] Dated the Sixth Day of [illegible] 1726 as by the writt
[illegible] set forth [illegible] the Plaintiff by his Attorney [illegible] Huggins Appeared in Court
[illegible] the [illegible] being three times Called made Default of Appearance
[illegible] that the [illegible] Recover [illegible]
[illegible] Pounds Nine Shillings [illegible] Costs taxed at [illegible]
Thirteen Shillings & Six Pence — Execution [illegible] Sept. 30. 1728

Bird v. Hinton — Jonathan Bird of Farmingtown in the County of Hartford yeoman Executor [illegible] last will and
Testament of Thomas Bird late of Farmingtown [illegible] Plaintiff Versus
[illegible] of Suffield [illegible] yeoman Def. [illegible] Plea of Debt [illegible]
[illegible] Dated the [illegible] as in the writt set forth [illegible] Appeared in
Court and [illegible] this action

Huggins — Joseph Huggins of Springfield [illegible] Plaintiff Versus
[illegible] Hillyar of Suffield in the County of Hampshire [illegible]
[illegible] to pay the Plaintiff [illegible] with Lawfull [illegible]
[illegible] Note [illegible] hand Dated the 12th of Octo. 1727 as [illegible]
[illegible] Plaintiff [illegible] Appeared in Court [illegible]
[illegible] made Default of Appearance — [illegible]
[illegible] that the Plaintiff [illegible] Recover [illegible] the Sum of [illegible] Pounds [illegible]
Shillings [illegible] taxed at [illegible] Pounds four Shillings [illegible] Pence
Execution [illegible] 1728

Warriner v. Copley — Ebenezer Warriner of Springfield in the County of Hampshire yeoman Plaintiff Versus [illegible]
Copley of Suffield in the County of Hampshire [illegible] Def. [illegible] Plea of Debt to the [illegible] Seventy
One Pounds [illegible] Lawfull money [illegible] Bills of the Province of the Massa-
chusetts Bay [illegible] One bond under the Def. hand and seal Dated the 31st of Aug. 1727 as
[illegible] the writt more at large set forth — The Plaintiff [illegible] Appeared [illegible] the Def.
being three times [illegible] made Default of Appearance [illegible]
Court that the Plaintiff [illegible] Recover ag. the Def. the Sum of Thirty Seven Pounds
Twelve Shillings [illegible] Costs taxed at [illegible] Eighteen
Shillings and Six Pence — Execution [illegible] 4. 1728

[illegible] v. Warton — John Sen[illegible] of Suffield in the County of Hampshire [illegible] yeoman Plaintiff Versus [illegible]
[illegible] of [illegible] Attorney [illegible]
[illegible] Def. [illegible] Bills [illegible]
[illegible] Note
[illegible] said [illegible]
[illegible] Coomer and [illegible] Twenty [illegible]
[illegible] Twenty
Five Pounds with other Due Damages [illegible] Offered [illegible]
in abatem. of the writt which are on file [illegible]
Saving the [illegible] abatement the Def. [illegible]
[illegible] and Discharged on the Def. [illegible]
[illegible] Copley [illegible]

[illegible] Plaintiff [illegible] Defendant [illegible] Dated the 21st day of May 1728 [illegible] the Defendant [illegible] Dollars [illegible] Pounds [illegible] Shillings [illegible] Pence [illegible] Plaintiff [illegible] Lawton

[illegible] Plaintiff shall recover against the Defendant the sum of Seventeen pounds and costs of Court. It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of Seventeen pounds debt and costs of Court taxed at four pounds two shillings. [illegible] on the fourth day of September last appeared and made Oath Jeremiah Jeffrey of Enfield in County aforesaid and John Barbour of [illegible] aforesaid [illegible] and as Sureties in behalf of appellant Behalf appeared in Court and acknowledged themselves severally jointly and severally indebted to the Appellee in the sum of [illegible] pounds to be well and truly paid to the Appellee in case the said appellant failed in [illegible] his appeal with effect and by abiding and performing the order of Court thereon and paying and satisfying all intervening damages and costs to the Appellee or his being Decreed with additional costs in case the said Court be affirmed.

Sam. Sikes of Springfield in the County of Hampshire Husbandman Plaintiff Versus Joseph Wright late of Springfield aforesaid now Deceased Defendant. Whereas the Plaintiff [illegible] side of Connecticut River near Robert Ely's in Springfield in said County and the Defendant [illegible] Debt for that the Defendant [illegible] to pay the Plaintiff the full and just sum of [illegible] pounds lawful money of New England Due by one bond under the Defendant's hand and seal Dated the 21st day of July 1721 [illegible] and was originally payable to [illegible] Sikes by the writ more at large appears. The Plaintiff appeared in Court but the Defendant being three times called made Default of Appearance. It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of Ten pounds sixteen shillings and Ten pence Debt and costs of Court taxed at two pounds fourteen shillings.

John Huggins of Springfield aforesaid Gentleman Plaintiff Versus Caneline Jones of Springfield aforesaid Taylor Defendant. In a Plea of Debt to the sum of three Hundred and twenty two pounds lawful money of New England Due from the Defendant to the Plaintiff by one bond under the Defendant's hand and seal Duly executed and Dated the Seventh day of May Anno Dom. 1728 as by the said appears and yet the Defendant Negleccts to pay the same to the Plaintiff the Non payment of which is to the Damage of the Plaintiff (as he saith) the sum of Three hundred and sixty pounds with other Due Damages. The Plaintiff appeared in Court but the Defendant being three times called made Default of Appearance. It is therefore considered by the Court that the Plaintiff shall recover against the Defendant the sum of One hundred and sixty four pounds sixteen shillings and Seven pence Debt being the just sum Due on the said bond and costs of Court taxed at Three pounds seventeen shillings. After all which the Defendant appeared in Court and appealed from the Judgment of this Court to the next Superior Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth day of September next. Now we the appellant and principle and Jeremiah Taylor both of Springfield aforesaid as sureties, in the aforesaid penal appear in Court and acknowledge themselves to be jointly and severally indebted to the Appellee in the sum of two hundred and twenty pounds to be well and truly paid to the Appellee in case the Appellant fails of his appeal with effect and by abiding and performing the order of Court thereon and paying and satisfying all intervening damages and costs to the Appellee or his being decreed with additional costs in case the said Court be affirmed.

Jonathan Old of Springfield in County of Hampshire Yeoman Plaintiff Versus Nathan Sikes of Springfield aforesaid Cooper Defendant. In a Plea of Trespass on the Case. Review upon a Plea of the Defendant's trespass and Damage done by the Defendant's Hogs at the

19 like

Last inferior Court of Common Pleas held at Springfield [illegible] on the third Tuesday of May last past [illegible] (viz) [illegible] the Case whereupon the s^d Pl^t saith that [illegible] Anno Domi 1719/20 in the Town of Springfield [illegible] and the Pl^t [illegible] the other [illegible] delivered [illegible] Receiving the Horse from the Pl^t [illegible] that he [illegible] being better than that [illegible] paid him six Pounds & fifteen shillings money [illegible] the Damage of the Pl^t [illegible] Pounds, At which Court [illegible] Judgment was Rendred in favour of the Def^t to Have and Recover of the Pl^t [illegible] three shillings [illegible] the Process and Records of the Court Now in Court ready to be Produced appears Which Judgm^t the Pl^t saith is wrong and Erroneous and ought to be Reversed and that he is thereby Damnified the sum of fifteen pounds For the Reversal of the s^d Judgment and the Recovering Back from the s^d Def^t the sum of [illegible] three shillings [illegible] the Recovery of the s^d sum of fifteen shillings [illegible] the Pl^t brings this action all which the Def^t saith [illegible] to the Damage of the s^d [illegible] the sum of Twenty Pounds with other due Damages — The Pl^t and Def^t [illegible] in Court & the Def^t saith that the former Judgm^t is not Erroneous and therefore ought not to be Reversed. In this Action the Evidences being Produced in Court and Read and the Reasons on both sides being Heard and all things touching the same being fully opened it was Committed to the Jury [illegible] who Returned their Verdict upon oath that they find for the Pl^t a Reversion of the former Judgment and the sum of five Pounds fifteen shillings and Costs. It is therefore Considered by the Court that the former Judgment be and hereby is Reversed and that the Pl^t shall Recover ag^t the Def^t the sum of five Pounds fifteen shillings money Damages [illegible] three shillings. The Def^t [illegible] from the Judgm^t of this Court to the next Superior Court of Judicature to be holden at [illegible] within and for the County of Hampshire [illegible] as Principal and [illegible] as sureties [illegible] Recognized [illegible] in the sum of Twenty Pounds [illegible] to prosecute [illegible] and pay all intervening Damages [illegible] with additional Costs in case the Judgment be affirmed.

Jones v Chapin

David Jones of Springfield in the County of Hampshire yeoman alias (called) Labourer Plantiff versus Caleb Chapin of Springfield afores^d Husbandman Defend^t in a Plea of Debt for the sum of Twenty [illegible] Pounds [illegible] money [illegible] as by a Bill [illegible] on [illegible] from the Def^t to the Pl^t [illegible] dated the Eighteenth day of [illegible] Anno Dom. 17-77 [illegible] which is to the Damage of the s^d David the sum of Thirty Pounds with other due Damages [illegible] The Pl^t and Def^t [illegible] in Court The Def^t pleads [illegible] that on the 27th of this instant Aug. he tendered the Pl^t the whole of ye money Due to him on the instrum^t Declared upon and also the whole Cost that had then arisen by Commencing the action [illegible] and that he [illegible] in Court Ready to pay the Pl^t s^d money and therefore he ought not to pay any Cost arising since the s^d Tender. In this action the Evidences being Produced in Court and Read and the Reasons on both sides [illegible] and all things touching the same being fully [illegible] it was Committed to the Jury [illegible] who Returned their Verdict upon oath that they find [illegible] Costs of Court. It is therefore Considered by the Court that the [illegible] shall Recover ag^t the Def^t the sum of two pounds twelve shillings and [illegible] Costs taxed at [illegible] pounds seven shillings and four pence. Execution Issued out Sep^t 18th 17-8

Thomas Noble of Springfield in County of Hampshire Husbandman and Plaintiff Vers. Sam.l Munger late of Springfield in County of Hampshire Taylor Defendant in a Plea of the Case for that the Deft. Promised the Plaintiff Sixteen Pounds Lawful money of New England in a Note under his hand dated 21st 1.mo 1725 payable to the Plaintiff or order on demand &c. The Plaintiff appeared in Court But the Deft being three times called Default of Appearance Judgment by the Court therefore considered that the Plaintiff Recover against the Deft. the sum of Sixteen pounds two shillings Debt and Costs of Court Taxed at three pounds three shillings and eleven pence

Execution Issued out Jan.y 12 1728/9

Plaintiff

Jan.y 12 1728/9

Benjamin Jones Merick of the Town of Springfield Merchant & Hampshire Gentleman Grand Jurymen in behalf of our Sovereign Lord the King & Stephen Merick of the Town of Springfield aforesaid Shopkeeper Deceased & Plaintiffs Vers. Thomas Bliss late of the Town of Springfield aforesaid in County of Hampshire Yeoman Defendant In a Plea of Debt for that the said Defendant by his Bill Obligatory under his hand and Seal dated the Twelfth day of Aug.t 1728 at Lange in New York Province aforesaid Acknowledged himself to be Indebted to the Plaintiff in the Sum of Twenty Pounds Current money of New England Due by one bond payable on demand &c. The Plaintiff appeared in Court but the Deft being three times called made Default of Appearance Upon Motion of the Plaintiff withdrew this Action. It is therefore considered by the Court that the Plaintiff have Recovery against the Deft the sum of Twenty pounds Current money of New England Damages & Costs of Court taxed at two pounds — sixteen pence

Jan.y 12 1728/9

John Day of Springfield aforesaid Gentleman Plaintiff Versus Sam.l Copley late of Springfield aforesaid Yeoman alias Husbandman Defendant in a Plea of Debt for that the Deft. Stands Indebted unto him the Plaintiff upon the Bill of Complaint and claim that the Deft. Stands Indebted unto him the Plaintiff in Twenty pounds Current money of the Province of the Massachusetts Bay in New England by Force of a certain Bond Obligatory under the hand and Seal of the Deft. well & truly made & bearing Date the Thirty first day of Aug.t Anno Dom. 1728 as the Bond in Court produced & appeared Notwithstanding the Deft. always hitherto hath and doth unjustly neglect to pay the same to the Plaintiff the Non payment of which is to the damage of the Plaintiff John Day as he saith the sum of fifty pounds with other Due Damages The Plaintiff appeared in Court but the Deft. being three times called Default of Appearance — It is therefore considered by the Court that the Plaintiff shall Recover against the Deft. the sum of Eighteen pounds Eighteen shillings the Title and Bond & Costs of Court taxed at two pounds Nineteen shillings and two pence — After all which the Deft. appeared in Court and appealed from the Judgment of this Court to the next Superior Court of Judicature holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September next The Appellant at Principal Pay Stockwell and Jeremiah Atchison both of Springfield aforesaid at Sundries for the Appellant appeared in Court and Acknowledged themselves to be Jointly and severally Indebted to the Appellee in the sum of Twenty pounds to be levied on their Goods and Chattels Lands and Tenements to the Appellee in Case the Appellant failed to prosecute his Appeal with Effect and of Abiding and performing the order of the Court therein and of paying and satisfying all Interlocutory Damages occasioned to the Appellee by his having Delayed with additional Costs in Case the Judgment be affirmed

Day

Day

Copley

Martha Stores Widow John Stores and Sam.l Stores Husbandmen all of Manfield in Connecticut Adm.rs on the Estate of Sam.l Stores late of Manfield aforesaid Deceased Plaintiffs Versus Jon.a Belknap of Lunenburg in the County of Hampshire Yeoman Defend.t In a Plea of Debt for that the Deft. Owes to pay to the Plaintiffs the sum of Twenty pounds Current money of New England Due by one bond under the Deft. hand and Seal Dated Feb.y 9th 1724 &c. As by the writ more fully &c. The Plaintiffs by their Atty John Chandler appeared in Court but the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Plaintiffs have Recovery against the Deft the sum of Twenty pounds Seventeen shillings and six pence Debt and Costs of Court taxed at three pounds fourteen shillings

Execution Issued out Decem.r 11 1725

Sam.l Copley of Springfield aforesaid Yeoman Plaintiff Versus Ebenezer Engen late of the County of Hampshire Yeoman Defendant in a Plea of Debt to the sum of Twenty Eight pounds Good Sterling Money of Great Britain or Twenty Eight pounds Lawful money of the Province of New England Due from the Deft. to the Plaintiff by one bond or working Obligatory under the Deft.s

Copley

334

Defendants hand & seal Duly Executed and Dated the Sixth day of March Anno que Domini 1726 as by the Bond appeares the non payment whereof is to the Damage of the Plt and [illegible] as he saith the Sum of Thirty Pounds with other Due Damages. The Pltf and Deft. appeared in Court. The sd Deft. [illegible] saith that sd Bond [illegible] was not [illegible] Executed [illegible] fifteen Pounds [illegible] therefore is not his act and Deed. In this action the Evidences being produced in Court and the Pleas on both sides being Heard and all things touching the same being fully Debated it was Committed to the Jury. John White being foreman who Returned their Verdict upon oath that if it belongs to the Deft to Prove his Issue they find for the Plt the forfeiture of the Bond sued for [illegible] Cost of Court & if it doth not they find for the Deft Cost of Court. The Court upon Consideration thereof have Determined that it belongs to the Deft to Prove his Issue and therefore give Judgment that the Pltf shall Recover of the Deft. the sum of fifteen Pounds six shillings being the [illegible] on the Bond and Cost of Court taxed at Six Pounds one shilling.

The Deft. Appealed from the Judgment of this Court to the next Super Court of Judicature to be holden at Springfield within and for the County of Hampshire the fourth Tuesday of Septemr Next. The Appellant as Principal, Ephraim Terry and Jacob Terry both of Enfield as Sureties in the Appellants Behalf appeared in Court and acknowledged themselves Jointly and Severally Indebted to the Appellee in the Sum of thirty Pounds to be well and truly Paid to the Applee in Case the Applt failes of Prosecuting his appeal to Effect & of Abiding and Performing the Judgmt of Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Applee by his being Delayed [illegible] if the Judgment be affirmed.

Benjamin [illegible] formerly of [illegible] in the Colony of Connecticut in New England now of [illegible] in the County of Hampshire Husbandman Plaintiff versus Joseph Gardner of Brookline in the County of Suffolk Yeoman Defendant. In a Plea of Debt for that he hath not paid to the Plt the Sum of one Hundred Pounds Current money of New England which he [illegible] by force of a certain bond in writing obligatory under the Defts hand and seal Duly Executed Dated the eighth day of May Anno Dom 1727 [illegible] Produced may more at large appear Notwithstanding the Deft. [illegible] Requested to Pay the same to the Plt the sd Payment [illegible] the sd Joseph Gardner to the Damage of the Plt as he saith the Sum of three Hundred Pounds with other Due Damages. The Plt and Deft Appeared in Court. The Deft. Pleads that the writing [illegible] since his sealing of it [illegible] letters Drawn over old ones [illegible] the greatest part of it and therefore not his act and Deed. In this action the Evidences being Produced in Court and the Pleas on both sides being Heard and all things touching the same being fully Debated it was Committed to the Jury John White being foreman who Returned their Verdict upon oath that they find for the Deft Cost of Court. Therefore it is Considered by the Court that the Deft shall Recover of the Plt Cost of Court taxed at two Pounds sixteen shillings.

Joseph Root of Springfield in the County of Hampshire [illegible] Plt versus [illegible] Sackett [illegible] in the County of Hampshire Yeoman Executor to the last will and Testament of John Sackett late of [illegible] Deceased Defendant. In a Plea of the case whereupon the Plt sets forth that [illegible] Before his Decease [illegible] Scott [illegible] in Springfield [illegible] the sd Scott gave the sd John Sackett five Pounds and ten shillings in [illegible] money. The [illegible] John Sackett [illegible] Scott [illegible] And the sd John Sackett Did by one Instrument in writing under his hand and seal Dated the sixth day of May 1703 [illegible] Scott [illegible] that in Case the sd [illegible] Scott [illegible] Dispossessed of sd Land that then he would Return and Pay back again to the sd Scott the aforesaid Sum of five Pounds ten shillings silver money being the Principle or Purchase money given for sd Land And clear the sd Scott of any Charge that might arise or

Happen

Happen by Reason of any Molestation Suit or Disturbance respecting the Premises which
the Instrument in Pltffs Scott assigned and made over to the Pltff the 15th day of April
1722 as by the Instrument with the assignment thereon appears and the Pltff
in fact saith that the Pltff Scott hath been Dispossessed of the said Land by John Jackett
said Deed as aforesaid (viz) upon the 12th day of April much before
Thirty Years money Recovered against — Suit and Disturbance of Pltff by
the said Deed as appears the Judgments and Processes of Court thereof will
appear Which Monies and Damages belong to the Pltff and not any
Person Above Cut off Purchasing the said Land and Premises of the said Scott
and Pltff the same by Deed from the said Scott of Great Nature in force with
Deed of the Jackett Land of the said John Scott — and the Pltff in his further
Says that John Jackett aforesaid Deceased Did not in his Lifetime by the Dispo
sition of Lands or Premises Never money as aforesaid nor the aforesaid Thirty Pounds
money being the Charge that arose and happened by Reason of Suit or Dis
turbance Respecting the Premises nor any Part thereof, and the Deft Mike Spea
cer Executor as aforesaid since the Decease of the aforesaid Deceased Hath not his — the
Same nor any Part thereof to the aforesaid John Scott notwithstanding the Holding
of which the Damage of the Pltff Joseph Scott the Sum of Sixty Pounds
with Costs and Damages — The Pltff and Deft appeared Mr Scott
the Defendant Pleas Not Guilty to the Writ at large on file which the Pltff
Joseph Scott Replied to what the Writ — Having the Pleas in Abatement the Deft Pleaded
Plea in Abatement that the Instrument Declared on by the Pltff is not the Act and Deed of the
Deft John Jackett because the same is Razed and Altered by Razure and Erasing out some
Lines in the Material Part of the Instrument since Executed and Sealed
and therefore the same is not the Act and Deed of Jackett and other Inhabitants of the
County — In this Action the Evidence being produced in Court and Read on the Pleas
on both sides being Heard and all things touching the Same being fully Discussed it
was Committed to the Jury John White Foreman who Returned their Verdict
upon Oath that they find for the Deft Costs of Court — It is therefore Considered by the
Court that the Pltff Recover against the Deft the Sum of Forty four Pounds Sixteen
Shillings and Costs of Damage and Costs of Court Taxed at Three
Pounds Twelve Shillings —

E. Cutler Clerk Cur

Decem 26 1728

Cooley Vs Jennings

Benjamin Cooley of [illegible] in the County of Hampshire Yeoman Plaintiff Versus Joseph Jennings of [illegible] in the County of Hampshire [illegible] Def^t. In a Plea of the Case for Refusing to Pay the Plt^f the Sum of [illegible] Pounds in Current money or Bills of Credit of New England Due by one Note und^r the Def^ts hand Dated the Eighteenth of [illegible] 1727 as the writ [illegible] set forth. the Pl^tf by [illegible] Att^o [illegible] Appeared In Court But the Def^t being three times Called made Default of Appearance It is therefore Considered by the Court that the Pl^tf shall Recover of the Def^t the Sum of Eleven Pound Debt And Cost of Court [illegible] at [illegible] Pound [illegible] Shillings

Execution [illegible] Out Decr 16th. 1728

Comm^tes Vs Pixley

[illegible] of Springfield [illegible] and Henry Dwight of Hatfield all in the County of Hampshire Esq^rs. surviving Commissioners appointed [illegible] for the [illegible] Bills of Credit [illegible] Province [illegible] Fifty thousand Pounds in Bills of Cred^t. on the Province [illegible] [illegible] Defendant [illegible] that the Def^t. Denies to Deliver to the Pltfs ~~[illegible]~~ In the s^d Capacity [illegible] Possession of three Pieces or Parcels of Land [illegible] About Six Acres Lying In the s^d Township of Springfield [illegible] Piece of meadow Land Lying Bounded on Agawam River North, And the great High Way South And on the Land of [illegible] Heires West and the Common East, Another Peice of Land Containing One Acre and Half Lying In Westfield in the field called the [illegible] Bounded on the Highway South and the River North and on the Land of [illegible] East and the Land of [illegible] West. Another Parcel of Land Containing Ten Acres be it more or Less which is called the Mountain Lot Lying In Westfield aforesaid And upon the Westerly Side of the East Mountain it being a Parcel of Land which was formerly Ebenezer Pixleys Land with the Buildings Edifices And other Appurtenances thereto Appertaining, Which s^d Pieces or Parcels of Land with the Buildings and other Appurtenances are Justly Forfeited to and are Become the Proper Estate of the Pl^tfs In the s^d Capacity [illegible] aforesaid by Vertue of A Certain Deed of Mortgage Duly Executed Und^r the Def^ts hand and Seal Dated the Twelfth day of June 1717 For not Paying to the Pl^tfs In the s^d Capacity for the Use aforesaid the Sum of Twenty five Pounds in Good Bills of Cred^t. on the Province aforesaid with the Interest for the Sum after the Rate of five Pounds [illegible] Pr Annum [illegible] as set forth In the s^d Deed of Mortgage As by the s^d Deed of Mortgage [illegible] in the Records [illegible] more at Large Appears. The Def^t not Delivering Possession of the premises aforesaid to the Pl^tfs In the s^d Capacity for the Use aforesaid is to theres Damage [illegible] Pounds with other [illegible] the Pl^tfs Appeared In Court, But the Def^t being three times called made Default of Appearance It is therefore by the Court Considered that the Pl^tfs shall Recover ag^t. the Def^t. the Sum of Twenty [illegible] Pounds Four Shillings and [illegible] Pence In Like Bills as aforesaid being the [illegible] Interest Due on [illegible] Mortgage. to be Paid within two Months from the Date Hereof. Or that they Recover Possession of the s^d Pieces or Parcels of Land &c And Cost of Court [illegible] Two Shillings And that Execution be accordingly awarded for the Same

Bacon Vs Sikes

Thomas Bacon of the Town of Simsbury In the County of Hartford In the Colony of Connecticutt [illegible] Husbandman Plantiff Versus [illegible] Sikes of Westfield [illegible] Husbandman Defendant In a Plea of the Case for that the s^d Def^t Denies to Pay to the Pl^tf the [illegible] Sum of Thirteen Pounds Ten Shillings in Bills of Publick Cred^t. Due by one Note under the s^d Def^ts hand Dated the second day of Augt. 1728 as by the writ more at Large is set forth. the Pl^tf by his Att^o [illegible] Appeared In Court But the Defend^t being three times called made Default of Appearance It is therefore Considered by the Court that the Pl^tf shall Recover ag^t the Def^t the Sum of Thirteen Pounds Ten Shillings Debt And Cost of Court [illegible] at Three Pounds [illegible] Shillings and [illegible] Pence

Execution [illegible] Out Septem^r 4th 1728

Thrall Vs Smith

William Thrall of W[illegible] In the County of Hartford In the Colony of Connecticutt [illegible] Plantiff Versus Thomas Smith of [illegible] In the County of Hampshire [illegible] Defend^t. In a Plea of the Case for that the Def^t Denies to Pay the Pl^tf the Sum of Six Pounds and one Shilling Currant money [illegible] Due by one Note und^r the Def^ts hand Dated the 15th day of May 172[illegible] as by the writt more Particularly is Set forth

the Pl^tf Appeared In Court But the Def^t being three times called made Default of Appearance It is therefore Considered by the Court that the Pl^tf shall Recover ag^t the Def^t the Sum of Seven Pound five Shillings Debt And Cost of Court [illegible] at Three Pound Nine Shillings and Six Pence

Execution Issued Out Augt. 18th. 1729.

William Thrall of Windsor in the County of Hartford in Colony of Connecticutt Shopkeeper Plantiff Versus John Macigram late of Westfield in the Colony of Connecticutt now of Enfield in the County of Hampshire Husbandman Defendant Matter of the Case is that the Deft owes to Pay to the Pltff the sum of two pounds fifteen shillings and five pence Money of Publick Credit Thrall
The Deft to the Pltff by Book Acct to the writ annexed appeared the Day of Magigram
which is to the damage of the Pltff appeared present — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of two pounds fifteen shillings and five pence Debt and Cost of Court taxed at three pounds nine shillings and one pence
Execution Filed out Aug. 18th 1729.

William Thrall of Windsor in the County of Hartford and Colony of Connecticutt Shopkeeper Plantiff Versus Ezra Norton of Westfield in the County of Hampshire Husbandman Defendant Matter of Debt for that the Deft Doth Owe to Pay to the Pltff the sum of twenty five pounds in Publick Credit Due by one bond under the Defts hand and Seal Dated the 19th day of Aug. 1727 Mentioned Payable to Thomas Gillet or Order the writ more particularly is set forth — The Pltff appeared present — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of twenty five pounds Debt and Cost of Court taxed at three pounds nine shillings and one pence
Execution filed out Aug. 18th 1729 — Thrall vs Norton

William Thrall of Windsor in the County of Hartford and Colony of Connecticutt Shopkeeper Plantiff Versus Jonathan Old of Westfield in the County of Hampshire Mason Defendant Matter of Debt for that the Deft Doth Owe to Pay to the Pltff Eight pounds Current money of New England Due by one bond under the Defts hand and Seal Dated the 10 day of February 1724 in the writ more at large is set forth — The Pltff appeared in Court But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Five pounds four shillings and six pence Debt and Cost of Court taxed at three pounds nine shillings and three pence — Thrall vs Old
Execution filed out Aug. 18th 1729

Sarah Thrall Gentlewoman and William Thrall Shopkeeper both of Windsor in the County of Hartford and Colony of Connecticutt Executors to the last will and Testament of Capt. Timothy Thrall of Windsor aforesaid Shopkeeper Deceased Plantiffs Versus John Old of Westfield in the County of Hampshire Mason Defendant Matter of Debt for that the Deft Owes to Pay to the Pltffs in the Capacity aforesaid Twenty six pounds Current money of New England Due by one bond under the Defts hand and Seal Dated Octo. the 31st 1720 in the writ more particularly is set forth — The Pltffs appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltffs shall Recover against the Deft the sum of Twenty pounds eight shillings Debt and Cost of Court taxed at three pounds twelve shillings and three pence — Thrall vs Old
Execution filed out Aug. 18th 1729.

Sarah Thrall Gentlewoman and William Thrall Shopkeeper both of Windsor in the County of Hartford and Colony of Connecticutt Executors to the last will and Testament of Capt. Timothy Thrall of Windsor aforesaid Shopkeeper Deceased Plantiffs Versus John Macigram late of Westfield in the Colony of Connecticutt now of Enfield in the County of Hampshire Husbandman Defendant Matter of Debt for that the Deft Owes to Pay to the Pltffs in the Capacity aforesaid Twenty five pounds Current money of New England Due by one bond under the Defts hand and Seal Dated the 4th day of Aug. 1730 in the writ more at large is set forth — The Pltffs appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore by the Court considered that the Pltffs shall Recover of the Deft the sum of Seventeen pounds and seven pence Debt and Cost of Court taxed at three pounds nine shillings and six pence
Execution filed out Aug. 18th 1729 — Thrall vs Magigram

Sarah Thrall Gentlewoman and William Thrall Shopkeeper both of Windsor in the County of Hartford and Colony of Connecticutt Executors to the last will and Testament of Capt. Timothy Thrall of Windsor aforesaid Shopkeeper Deceased Plantiffs Versus James Barlow of Westfield in the County of Hampshire Husbandman Defendant Matter of Debt for Barlow

Met

Thrall vs Bruce — That the Deft. Denies to pay to the Pltff in the Capacity aforesaid the sum of fourteen pounds thirteen shillings and four pence lawful money of New England Due by one Bond under the Deft. hand and Seal Dated the 12th day of January 1719/20 as by the writ aforesaid the Deft. hand and Seal Dated the 12th day of January 1719/20 as by the writ more at Large is set forth — The Pltff Appeared in Court — But the Deft. being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of ten pounds one shilling and ten pence Debt and Cost of Court taxed at three pounds nine shillings and six pence

Execution Issued out Aug. 18th 1729

Thrall vs Austin — William Thrall of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper Pltff Versus Richard Austin of Sudbury in the County of Hampshire Carpenter Deft. In a Plea of Debt for that the Deft. Denies to pay to the Pltff the sum of Twenty pounds lawful money of New England Due by one Bond under the Deft. hand and Seal Dated April the 10th 1725 — as by the writ more at Large appears — the Pltff Appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of Five pounds sixteen shillings and six pence Debt and Cost of Court taxed at three pounds nine shillings and six pence

Execution Issued out Aug. 18th 1729

Thrall vs Hubbee — William Thrall of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper Plantiff Versus Edward Hubbee of Enfield in the County of Hampshire husbandman Defendant In a Plea of Debt for that the Deft. Denies to pay to the Pltff the sum of Nineteen pounds lawful money of New England Due by one bond under the Deft. hand and Seal Dated the 12th day of April 1724 or 25 as by the writ more at Large is set forth — The Pltff Appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of Eleven pounds eleven shillings and six pence Debt and Cost of Court taxed at three pounds nine shillings and six pence

Execution Issued out Aug. 18th 1729

Hayden vs Woolcott — Daniel Hayden of Windsor in the County of Hartford and Colony of Connecticut husbandman Plantiff Versus Henry Woolcott of Immigrated in the County of Hampshire husbandman Defendt. In a Plea of Debt for that the Deft. Denies to pay to the Pltff the sum of Eighty two pounds lawful money of New England Due by one bond under the Deft. hand and Seal Dated Novem the 10th 1727 as by the writ more at Large is set forth — The Pltff by his attorney Eli Ladd appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of Forty one pounds sixteen shillings and six pence Debt and Cost of Court taxed at four pounds two shillings

Execution Issued out Aug. 18 1729

Thrall vs Felt — William Thrall of Windsor in the County of Hartford and Colony of Connecticut Shopkeeper Plantiff Versus Sam. Felt of Enfield in the County of Hampshire Carpenter Defendt. In a Plea of Debt for that the Deft. Denies to pay to the Pltff the sum of Twenty Eight pounds lawful money of New England Due by one bond under the Deft. hand and Seal Dated the 21st day of Aug. 1727 as by the writ more at Large is set forth — The Pltff appeared in Court — But the Defendt being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of Fourteen pounds sixteen shillings and Eleven pence Debt and Cost of Court taxed at three pounds nine shillings and six pence

Execution Issued out Aug. 18 1729

Thrall vs Jones — William Thrall of Windsor in the County of Hartford in the Colony of Connecticut Shopkeeper Plantiff Versus Benjamin Jones of Enfield in the County of Hampshire Cooper Defendt. In a Plea of the case for that the Deft. Denies to pay to the Pltff twenty pounds ten shillings and Eight pence justly Due from the Deft. to the Pltff by book account to the writ annexed Appears the condition of which is to the same — The Pltff Appeared in Court — But the Deft being three times called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover against the Deft. the sum of twelve pounds five shillings and eight pence Debt and Cost of Court taxed at three pounds eleven shillings

Execution Issued out Aug. 18th 1729

Anderson vs Deouke — Thomas Anderson of Windsor in the County of Hartford Trader Plantiff Versus Thomas Deouke of Boston in the County of Suffolk Butcher Deft. In a Plea of the case as by the writ Dated the 15 day of June at Large is set forth — The Pltff Appeared in Court and with drew his action

John Anderson of Windsor in the County of Hartford Yeoman Plantiff Versus Thomas Debuke of Boston in the County of Suffolk Gentleman Deft. In a Plea of the Case as the writ Dated the 16th day of July 1728 at Large is set forth. The Plaintiff appeared in Court and withdrew this action.

Condition

John Anderson of Windsor in the County of Hartford Yeoman Plantiff Versus Thomas Debuke of Boston in the County of Suffolk Gentleman Deft. In a Plea of the Case as the writ Dated the 18th day of July 1728 at Large is set forth. The Plaintiff appeared in Court and withdrew this action.

Condition

John Pynchon Emigrical Thomas Allen of Westfield and Henry Dwight of Hatfield Commissioners all in the County of Hampshire Gent. Surviving Commissioners appointed & empowered in an Act of the Great and General Court of the Province of the Massachusetts Bay Entitled an Act for the making and Emitting the Sum of One Hundred Thousand Pounds in Bills of Credit on the Province aforesaid Plantiffs Versus Jared Huxley of Suffield in the County of Hampshire Husbandman Defendant In a Plea of Trespass and Ejectment for that the Deft. Promised to Deliver to the Pltffs in their Capacity for the use of the Province Possession of Seventy Acres of Land lying and being in the Township of Suffield aforesaid Bounded Called Fifty Acres of Land in the Eastward Part of Sixty Acres of Land formerly Laid to Mr Kent of Suffield Decease and the other Twenty Acres in Part of an Eighty Acre Allotment which the Honble John Pynchon Decease Did Lieth on the Eastside of Said Lot, and in Breadth Side off of Pynchons Lot or Land Laid out to him being Twenty Acres Butting from East to West on the Land Laid out to Kent as aforesaid Together with the Buildings Edifices and other Appurtenances thereunto belonging Which the Seventy Acres of Land with the Priviledges and Appurtenances the Deft. on the 13th day of February 1724 Promised to make Hitchcock of Springfield and Since Decease and to the Pltffs in their Capacity for the Payment of the Sum of One Hundred and Eighty Pounds in Good Bills of Credit on the Province aforesaid with the Interest of the same after the Rate of Five Pounds for an Hundred per annum in manner and form as is Expressed and set forth in the Said Deed of Mortgage or by the Said Deed of Mortgage Duly Executed under the Deft. hand and seal Dated as aforesaid and Registred in the Record of said County to be in Court produced at Large appears Nevertheless the Pltffs in Fact say that the Deft. hath not paid to the said Hitchcock in his Life time, nor Since his Decease to the Pltffs in their Capacity for the use aforesaid the Sum of One Hundred pounds nor the Interest thereof according to the true Effect of the said Mortgage whereby the said Seventy Acres of Land with the Priviledges and Appurtenances are rightly become forfeited unto the Pltffs for the use aforesaid and of Right and by Law appertain unto them for the said Capacity for the use aforesaid yet the Deft. tho often thereto Requested Hath Hitherto Refused and still Refuses to Deliver to the Pltffs in their Capacity aforesaid for the use aforesaid Possession of the said Seventy Acres of Land with the Priviledges and Appurtenances which is to the Damage &c. The Pltffs appeared in Court & Cryed but the Deft. being three times called made Default of Appearance. It is therefore considered by the Court that the Pltffs recover against the Deft. the Sum of Two Hundred Twenty two Pounds Eleven Shillings — Being the — Full of the Principle and Interest due on the Mortgage not paid within two months time with the Date thereof, or that they Recover Possession of the said Seventy Acres of Land &c. and Costs of Court taxed at Four Pounds Three Shillings and that Execution be accordingly awarded for the same.

John Pynchon of Springfield John Ashley of Westfield and Henry Dwight of Hatfield all in the County of Hampshire Gent. Surviving Commissioners appointed by Virtue of an Act of the Great and General Court of the Province of the Massachusetts Bay Entitled an Act for the making and Emitting the Sum of One Hundred Thousand Pounds in Bills of Credit on the Province aforesaid Plantiffs Versus Natha Hamblin of Suffield in the County of Hampshire Collier Deft. In a Plea of Trespass and Ejectment for that the Deft. Promised to Deliver to the Pltffs in the Capacity aforesaid for the use of the Province Possession of two Tracts of Land lying within the Township of Suffield aforesaid One Tract containing Thirty one Acres and a Half is Situate in the Northwestwardly Part of the Township bounded Partly in and Partly adjoyning to a Marsh called the Great Marsh for accessing Marsh or meadow and the Remainder Upland, and Boundeth North Partly on Hales Land and Partly on Land of Jonathan Kilbing and South Partly on

Comfort & Hawkins

On the East on land and Partly on Jonathan Rising's land and East Partly on Clarks and Humbles land and Partly on the Common And West on the Common land, The Other Peace of land Containeth Ten acres Lyeth Reigs Honey Brook, And at the South End of a little Hill Called Painters Hill, And Bounds Northerly on the Common on the East Westerly and Southerly on land of the Said Jacob with the Buildings Edifices and other Appurtenances thereto appertaining, Which the two peaces of land with the Buildings and Appurtenances the Deft. On the Thirteenth day of February 1724 Mortgaged to Luke Hitchcock of Springfield Esq. Deceased. And to the Pltfs in their Capacity for the Payment of the sum of Fifty Four pounds in Good Bills of Credit on the Province aforesaid with the Interest for the same after the Rate of five Pounds Per Annum in manner and form as is expressed and set forth in the Pltfs Deed of Mortgage Dated by the Deed of Mortgage under the hand and Seal of the Deft. Dated as aforesaid and Registred in the Registry of Hampshire County to be in Court produced more at large appears Yet nevertheless the Pltfs in fact say that the Deft. Hath not paid to the Pltfs Luke Hitchcock and the Pltfs in his Lifetime nor since his Decease to them in their Capacity for the Use aforesaid the whole Sum of the said Sixty Pounds with the Interest thereof according to the true Intent of the Mortgage Wherefore the Pltfs the two peaces or parcels of land with the Buildings and Appurtenances are justly forfeited unto and of Right and by Law ought to remain unto the Pltfs in their capacity aforesaid for the use aforesaid and yet the Deft. hath hitherto Denied and Refused and still do Deny and Refuse to Deliver unto the Pltfs in their Capacity aforesaid possession of the said two peaces of land with the Buildings and Appurtenances &c. The Pltfs appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltfs shall Recover of the Deft the sum of Seventy Eight Pound fourteen Shillings in Bills of Credit aforesaid being the full of the Principal and Interest due on the Mortgage Note Paid within two Months time from the Date thereof or that they Recover possession of the said two peaces or parcels of land &c and Cost of Court taxed Four Pound three Shillings. And that Execution be Accordingly awarded

Dwight & Lewis

Timothy Dwight of Northampton in the County of Hampshire Gent. Plantiff Versus Nathan Williams of Westfield in the County of Hampshire husbandman Deft. In a Plea of Debt of fourteen pounds Lawfull money of New England Due by a bond under the Defts hand and Seal Dated July 22. 1724. Originally Payable to John Pepper and by him assigned to the Pltff. &c. as the Court more particularly set forth. The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is by the Court therefore considered that the Pltff shall Recover of the Deft the sum of Seven Pound ten Shillings Debt and Cost of Court taxed at Three Pound four Shillings and Six Pence Execution Issued June 13th 1728

Dwight & Warriner

Timothy Dwight of Northampton in the County of Hampshire Gent. Plantiff Versus Jonathan Warriner of Hinsdale in the County of Hampshire Labourer Defendt. In a Plea of Debt of Twenty pounds Lawfull money of New England Due from the Deft to the Pltff by one bond under the Defts hand and Seal Dated Aug. the 9. 1727. Originally made Payable to Stephen Kellogg &c as the Court more at Large is set forth. The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Five Pounds Seven Shillings and four pence Debt and Cost of Court taxed at Three pound three Shillings Execution Issued January 13th 1728

Dwight & Bagley

Timothy Dwight of Northampton in the County of Hampshire Gent. Plantiff Versus Increase Bagley of Springfield in the County of Hampshire Carpenter Defendt. In a Plea of Debt of twenty Nine Pounds Lawfull money of the Province of the Massachusetts Bay Due by one bond under the Defts hand and Seal Dated May the 31st 1728 Originally made Payable to Stephen Kellogg &c as the Court more at Large is set forth. The Pltff appeared in Court But the Deft being three times called made Default of Appearance It is therefore considered by the Court that the Pltff shall Recover of the Deft the sum of Sixteen Pounds Twelve Shillings Debt and Cost of Court taxed at Three Pound Three Shillings and Six Pence Execution Issued April 11th 1729

Segree & Simons

Elisha Scarle of Northampton in the County of Hampshire Gent. Plantiff Versus Philip Simons of Enfield in the County Husbandman Deft. In a Plea of the Case on the Recovery of Eight pounds Lawfull money of Publick Bills of Credit Due by one Note under the Defts hand Dated the 3d. 16th 1727. as the Court more at Large is set forth

(The

The Pltf (by his Attorney Timothy Dwight) appeared in Court &c But the Defend.
being three times called made Default of Appearance It is therefore Considered
by the Court that the Pltf shall Recover of the Def. the Sum of Eight Pound three
Shillings and Eight Pence Debt and Costs of Court Taxed at three pound five shillings
and six Pence

Scarey
vs
Simons

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Isaac Granger
of Sufield in the County of Hampshire husbandman Defendant In a Plea of Debt for Twenty Pounds
Current Lawfull money of New England Due by one bond Under the Defts hand and Seal
Dated the twenty second 1727 originally Payable to Josiah Sheldon &c as the writ more
particularly is set forth The Pltf (by his Attorney Capt. Timothy Dwight) appeared in Court
But the Deft being three times called made Default of Appearance It is therefore
the Court considered that the Pltf shall Recover of the Deft the Sum of Eight Pound
Nine Shillings and Tenpence Debt and Costs of Court Taxed at three pound Eight shillings
and six pence Execution Sued out Sept. 30th 1728.

Jennings
vs
Granger

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Anthony
Leighton of Sufield in the County of Hampshire Gent. Defendant In a Plea of Debt for Sixteen
Pounds Current Lawfull money of New England Due by one bond Under the Defts hand and Seal
Dated February the 14th 1727/8 originally Payable to Josiah Sheldon &c as the writ more at Large is set forth
The Pltf (by his Attorney Timothy Dwight) appeared in Court &c But the Deft being three times called made Default of Appearance
It is therefore Considered by the Court that the Pltf shall Recover of the Deft the Sum
of Nine Pound Nine Shillings and four pence Debt, And Costs of Court Taxed at three Pound Eight
Shillings and six Pence Execution Sued out September 30th 1728

Do
vs
Leighton

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Thomas Granger
of Sufield in the County of Hampshire husbandman Defendant In a Plea of Debt of Twenty pounds Current
Lawfull money of New England Due by one bond Under the Defts hand and Seal Dated May 9th
Ninth 1728 originally Payable to Josiah Sheldon &c as the writ more at Large is set forth
The Pltf appeared in Court &c But the Deft being three times called made Default of
Appearance It is therefore Considered by the Court that the Pltf shall Recover
of the Deft the Sum of Nine Pound Seventeen Shillings and one Penny Debt And Costs
of Court Taxed at Three Pound Eight Shillings and six Pence Execution Sued out Sept. 30th 1728

Do
vs
Granger

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Ichabod
Smith of Sufield in the County of Hampshire husbandman Defendant, In a Plea of Debt of Fifty
Pounds Current Lawfull money of New England Due by one bond Under the Defts hand and
Seal Dated February 14th 1727/8 Originally Payable to Josiah Sheldon &c as the
writ more at Large is set forth The Pltf (by his Attorney Capt. Timothy Dwight) appeared
in Court &c But the Deft being three times called made Default of Appearance
It is therefore Considered by the Court that the Pltf shall Recover of the Deft the
Sum of Seventy Nine Pound Seven Shillings and Seven Pence Debt And Costs of Court Taxed
at three pound Eight Shillings and six Pence Execution Sued out Sept. 30th 1728

Do
vs
Smith

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Joseph Leach
of Sufield in the County of Hampshire husbandman Defendant In a Plea of Debt of Fourty pounds
Current Lawfull money of New England Due by one bond Under the Defts hand and Seal Dated
February the 13th 1727/8 Originally Payable to Josiah Sheldon &c as the writ more
at Large is set forth The Pltf (by his Attorney Tim. Dwight) appeared in Court
But the Deft being three times called made Default of Appearance It is therefore
Considered by the Court that the Pltf shall Recover of the Deft the Sum of Seventeen pound Ten
Shillings and three Pence Debt and Costs of Court Taxed at Three Pound Eight Shillings
and six Pence Execution Sued out Sept. 30th 1728

Do
vs
Leach

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus Sam. Roe of Sufield in
the County of Hampshire husbandman Defendant In a Plea of Debt of Fourteen pounds Current Lawfull money
of New England Due by one bond Under the Defts hand and Seal Dated March 18th 1727/8 originally
Payable to Josiah Sheldon of Sufield &c as the writ more at Large is set forth The Pltf (by his
Attorney Tim. Dwight) appeared in Court &c But the Deft being three times called made
Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover
of the Deft the Sum of Seven pound three Shillings and Six Pence Debt and Costs of Court
Taxed at Three Pound Eight Shillings and Six Pence Execution Sued out Sept. 30th 1728

Do
vs
Roe

Jennings vs Gillett

Joseph Jennings of Brookfield in the County of Hampshire Gent. Plaintiff Versus Samuel Gillett of Sheffield in the County of Hampshire Husbandman Defendt. In a Plea of Debt of Forty Pounds Current lawful money of New England Due by bond under the Defts hand and seal Dated Febry 12th 1727/8 Originally Suited to Hatfield Court and the Court more at large is set forth. The Pltff by his Attorney Mr Timothy Dwight appeared in Court But the Defendt being three times called made Default of Appearance It is therefore considered that the Pltff shall Recover of the Defendt the sum of Eighteen Pounds Six Shillings and three Pence Debt and Costs of Court taxed at three Pounds Eight Shillings and Six Pence Execution thereout Sept. 30th 1728

Swan vs Old

George Swan of Deerfield in the County of Hampshire Husbandman Plaintiff Versus Robert Old of Springfield in the County of Hampshire Gent. Trader Defendant In a Plea of Debt of one Hundred Pounds in money of the Bills of Publick Credit on the Province of the Massachusetts Bay Due from the Deft to the Pltff by one Obligatory Bond in writing under the Defts hand & Seal Dated May the fourth Seventeen Hundred and Twenty Eight. Yet the Deft Neglects or Refuses to pay the money to the Pltff as by said Bond in Court to be produced may appear the non Payment whereof is to the Damage &c. The Pltff by his Attorney Mr Timothy Dwight, and the Deft (by his Attorney Mr Jacob Lawton) appeared in Court. The Deft Pleads to Wage that the Instrument Declared on is not his act and deed. In this action after full Hearing of both parties and all things touching the same being duly Discussed it was committed to the Jury who being some accounts to draw to try the same Returned their Verdict upon oath that they find for the Deft. Costs of Court. It is therefore considered by the Court that the Defendt shall Recover of the Pltff Costs of Court taxed at one Pound five Shillings.

Jennings vs Hamblin

Joseph Jennings of Brookfield in the County of Hampshire Gent. Plaintiff Versus William Hamblin of Sheffield in the County of Hampshire Husbandman Defendt. In a Plea of Debt of Fourty Pounds Cur. lawful money of New England Due by one Bond under the Defts hand and seal Dated Febry 12th 1727/8 Originally Sued to Hatfield Court and the Court more at large is set forth. The Pltff by his Attorney Mr Timothy Dwight appeared in Court. But the Defendt being three times called made Default of Appearance. It is therefore considered by the Court that the Pltff shall Recover of the Defendt the sum of Twenty two Pounds Debt and Costs of Court taxed at three Pounds Eight Shillings and Six Pence Execution thereout Sept. 30th 1728

Hitchcock vs Jones

Nathan Hitchcock of Brimfield in the County of Hampshire Gent. Plaintiff Versus John Jones of Springfield in said County Widow Defendant In a Plea of Trespass and Ejectment for that the Defendt Caused and Regardless to Leave to the Pltff Possession of a certain tract of Land on the East side of the Great River called Connecticut River in the township of Springfield at the Upper End of the town street and Being Twenty Rods in Breadth and Running Twenty Rods in length and so Westward from said River as far as the Pltff should occasion or Require. It appeared to the Court by his Attorney Mr Jacob Lawton and the Deft by her Attorney Mr John Huggins appeared in Court. And Agreed that this action may be continued to the next Court. It is therefore by the Court considered that this action be continued to the next Inferior Court of Common Pleas to be holden at Northampton within and for the County of Hampshire on the first Tuesday of December next.

Chorwith vs Lovell

Jonathan Chorwith of Windsor in the County of Hartford Gent. Plaintiff Versus Joshua Lovell of Sheffield in the County of Hampshire Gent. Defendant In a Plea of the Breach of Covenant for the Recovery of three Pounds fifteen Shillings in money or good Bills of Credit Due from the Deft to the Pltff as by said Deed may appear and the Deft Neglects or Refuses to pay the money to the Pltff the non Payment whereof is to the Damage &c. The Pltff and Defendt appeared in Court. The Deft Pleads not Guilty in manner and form. In this action the Evidence being produced in Court and Read and the Pleas on both sides being heard and all things touching the same being duly discussed it was committed to the Jury (John Clute

being

Being sworn) Who Returned their Verdict upon Oath that they find for the Pltff
Three pound Eight Shillings and six Pence Damage and Cost of Court — It is therefore by the Court considered that the Pltff shall Recover against the Deft the Sum of Three pound Eight Shillings and Six Pence Debt and Cost of Court taxed at Eleven pound five Shillings and Six Pence — Execution Issued Decem.r 26th 1728

Joseph Trumble of Lebanon in the County of New London in Colony of Connecticut Yeoman Plaintiff Versus Jabez Warren formerly of Lebanon aforesaid Now of Brimfield in the County of Hampshire Husbandman Defendant. In a Plea of Debt for that the Deft The ofter Thereto Requested Neglected and Refuse to pay to the Pltff the Sum of Two pound fourteen Shillings and four Pence Justly Due & Owing from the Deft to the Pltff on Balance of Accounts & Thereof the Pltff Demands Judgment with Costs appears the Payment of Which is to the Damage &c. The Pltff by his Atto.y Mr. Ebenezer Lawton appeared in Court But the Deft being three times called made Default of appearance

It is therefore considered by the Court that the Pltff shall Recover against the Deft the Sum of Three pound fourteen Shillings and four pence Debt & Cost of Court taxed at Three pound fourteen Shillings and six pence — Execution Issued out Feb.y 13th 1729.

Jabez Keep of Springfield in the County of Hampshire Broomer Plaintiff Versus John Lewis of Suffield in the County of Hampshire Yeoman alias John Lewis of Newburry in the County of Hartford Yeoman Defendant. In a Plea of Debt to the Sum of Thirty six pounds Current money & Bills of Publick Credit Due by one bond under the Deft hand and Seal Dated the fifth day of July 1727. as by the writt more at Large is set forth — The Pltff by his Atto.y Mr. John Huggins appeared in Court But the Deft being three times called made Default of appearance

It is therefore considered by the Court that the Pltff shall Recover against the Defendt the Sum of Nine pound Eighteen Shillings and three pence Debt due & Cost of Court taxed at Three pound three Shillings — Execution Issued out Decem.r 5. 1728

John Colton of Springfield aforesaid Yeoman Plaintiff Versus Joseph Colton of Springfield aforesd Yeoman Defendant. In a Plea of the Case for Denying to pay the Pltff the Sum of Fifteen pounds & Ten Shillings Due from the Deft to the Pltff for Four Fatt Oxen the Deft bought and Rec.d of the Pltff Sometime in January Last Past for which to oxen the Deft was to give the Pltff fifty two pounds and the Deft Paid one pound Ten Shillings to the Pltff as Earnest upon the Deft Buying and Receiving the s.d oxen so that there yet Remains due fifty pounds and Ten Shillings as Evidence Appears and yet the Deft Neglects to Pay the same to the Pltff Which is to the damage of the s.d John Colton (as he saith) to the Sum of Seventy pound with other due Damages The Pltff and the Deft (by his Atto.y Mr. Jacob Lawton) Appeared in Court The Deft Pleads to Issue not Guilty in manner and form — In this Action the Evidences being Produced in Court and Read and the Cases on both Sides being heard and all things touching the same being fully Debated It was committed to the Jury John Wait being foreman (who Returned their Verdict upon oath that the find for the Deft Cost of Court

It is therefore considered by the Court that the Deft shall Recover against the Pltff Cost of Suit taxed at one pound Eleven Shillings — The Plaintiff appeals from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of September Next the Appellant as Principle John Huggins and Mr. Jacob Lawton both of Springfield aforesd as Sureties in the Appellants behalf Appeared in Court And Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of fifteen pounds to be well and truly Paid to the Appellee In Case the Appellant fails of Prosecuting his Appeal with Effect and — — — of Abiding and performing the Order of s.d Court thereon and of Paying and Satisfying all Intervening Damages Occasioned to the Appellee by his being Delayed with Additional Cost In Case the Judgment be Affirmed

Joseph Kellogg of Suffield in the County of Hampshire Gent.m Plaintiff Versus James Dorchester of Springfield in the County of Hampshire Husbandman Defendant In a Plea of the Case as by the writ Dated the Ninth day of Aug.t 1728. at Large is set forth — The Pltff (by his Atto.y Mr. John Huggins) appeared in Court and withdrew this Action

Kellogg vs Dorchester

Joseph Kellogg of Suffield in the County of Hampshire Gent. Plantiff Versus James Dorchester of Springfield in the County of Hampshire Yeoman Deft. Pleadeth the Case as the Writ Dated Aug. 9th 1728 at Large is Set forth & the Pltff (by his Attorney Mr John Huggins) appeared in Court & Prosecuted this action

Martyn vs Mather

Sarah Martyn of Boston in the County of Suffolk Widow Executrix of the Last Will & Testament of Edward Martyn Late of Boston aforesd Merchant Deceas'd Plantiff Versus William Mather of Suffield within the County of Hampshire Yeoman alias Husbandman Defendant Ingagement of Trespass and Ejectment for that the Pltff Wm Mather Denies to Deliver to the Pltff Martyn in the Capacity aforesd Possession of a Certain tract of Land Lying in the Township of Suffield aforesd Bounded & Described as Followeth (Viz) A lot in Feathers Neck containing by Estimation fifty Acres Bounded East on the Street, West on Hugh Peat's Lot, North on Land of John Barber South on Land of Jonathan Remington which said Tract of Land in the year 1719. Did belong unto and was in the Possession of James Lawton of Suffield aforesd. And whereas by the Consideration of the Justices of the Inferior Court of Common Pleas Holden at Boston within and for the County of Suffolk on the Last Tuesday of Octo. 1719. the Pltff Sarah Martyn in the Capacity aforesd Recovered Judgment ag.t the Pltff James Lawton for the Sum of one Hundred Thirty Six Pounds Ten Pence money Damage and three Pound fifteen Shillings Cost of Suit and Execution being had thereon the same was Levyed on the Twenty Ninth of December 1719. Upon the Above said Tract of Land which the Same Did of Right Pertain to the Pltff James Lawton, in Part of Satisfaction of the Pltff Judgment, Wherefore the Pltff Land of Right belongs to the said Sarah Martyn Executrix as aforesd. And yet the Pltff Wm Mather Having Got the Possession thereof Denies to Deliver the same to the Pltff Sarah Martyn Executrix as aforesd Although she hath Demanded the same by her Attorney Capt. Tim.o Dwight, Which is to the damage of the Pltff Sarah Martyn (as she saith) the Sum of one Hundred and fifty Pounds & other Due Damages — The Pltff (by her Attorney Mr Joseph Dwight) and the Defendt appeared in Court — The Deft. Reads that the Land demanded by the Pltff in her within Declaration is not the Pltffs And of this Puts himself on the Country — In this action the Evidences being Produced in Court and Read and the Pltff on both Sides being heard and all things Touching the Same being fully Debated it was committed to the Jury, the Whole being (Foreman) Who Returned their Verdict upon oath that they find for the Deft. Wm Mather It is therefore Considered by the Court that the Deft. shall Recover ag.t the Pltff Cost of Court Taxed at one Pound Eleven Shillings — The Pltff by her Attorney appeals from the Judgment of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Septemr Next the Pltff as Principle Mr Jacob Lawton of Springfield aforesd and Samll Barnard of Hadley in the County of Hampshire husbd. as Sureties in the Appellants Behalfe Appeared in Court and Acknowledged themselves to be Jointly and Severally indebted to the Appellee in the Sum of fifteen Pounds to be well and Truly Paid to the Appellee in Case the Appellant fails of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of Court thereon and of Paying and Satisfying all Improving Damages occasioned to the Appellee by his being Delayed with Additional Costs In Case the Judgment be Affirmed

Miriick vs Mather

Tilley Miriick of Brookfield in the County of Hampshire Husbandman Plantiff Versus Atherton Mather of Suffield in the County of Hampshire Gentleman Defendt. Pleadeth as follows that the Deft Denies to Pay to the Pltff the full Sum of Six Pounds ten Shillings Due by a Note under the Defts hand Dated the 2d day of March 1727 Originally made Payable to Mr Jacob Lawton and by him Assigned to the Pltff, as in and by the said Note more Particularly is set forth — The Pltff (by his Attorney Mr Joseph Dwight) appeared in Court but the Deft being three times Called made Default of Appearance — It is therefore considered by the Court that the Pltff shall Recover ag.t the Deft the Sum of Six Pounds Ten Shillings Debt and Cost of Court Taxed at Three Pounds — Execution Issued Febry 6th 1728/9

Devotion & Trustees vs Winchell

John Devotion Peter Rogers and John Kent Survivor to Jonathan Kent Late of Suffield Deceas'd Trustees all of Suffield in the County of Hampshire Yeomen Trustees for the Town of Suffield to Let out the Town's Proportion of the Fifty Thousand Pounds Bank Money Granted in March 1720 Plantiffs Versus Hezekiah Winchell formerly of Suffield now of Windsor in the County of Hartford and Daniel Winchell of Suffield aforesd Defendts Or Either of these Defts Indebted for that the Defts Neglect & Deny to Pay to the Pltffs the full and Just Sum of Twenty Pounds Tenant money

Money of New England Due by one bond Und. the Deft's hand and Seal Dated the fourteenth day of Novem. 1721. as ye writ more at Large is Set forth. The Pltf appeared in Court. But the Defdt (Ed) David Winchel being only Taken by the word, being three Time called made default of Appearance, It is therefore Considered by the Court that the Pltf shall Recover ag. the Defdt Ed. P. Winchell the Sum of Twelve Pound five Shillings and six Pence Debt And Costs of Court taxed at Three Pound Eight Shillings and Six Pence

Execution Issued out Sept. 11th 1728.

Joseph Jennings of Brookfield in the County of Hampshire Esq. Plantiff Versus William Jennings Bement of Enfield in the County of Hampsh. Yeoman Defdt. In a Plea of Debt to the Sum of one Hundred and Eighty Pounds Current money of New England Due by one bond Und. the Defdt. Bement hand and Seal Dated the Thirty first day of Aug. 1727. as ye writ more at Large is set forth. The Pltf by his Attorney Mr. John Huggins appeared in Court. But the Defdt being three times called made default of Appearance, It is therefore Considered by the Court that the Pltf shall Recover ag. the Defdt the Sum of Ninety one Pound Seventeen Shillings and Ten pence Debt And Costs of Court taxed at Three Pound Seventeen Shillings and Six Pence

Execution Issued out Sept. 30th 1728.

Jonathan Ball of Springfield aforesd husbandman Plantiff Versus John Day Senr and James Mirick Senr both of Springfield aforesd Gentn Administrators of the Estate of Patrick Marshall Late of Springfield aforesd Trader Deceasd Defendts In a Plea of the Case for that the aforesd Patrick Marshall Dec. Owed the Pltf the Sum of Seventy Nine Pounds Thirteen Shillings and Six Pence before his Decease as ye Acctt to the writt annexed appeares, and the sd Patrick Marshal Denied to Pay the Same to the Pltf before his Decease, And the Defdts Jnt Capacity of Admrs have not Paid the same to the Pltf since the decease of the aforesd Deceasd. Which is to the damage of the Pltf Jonathan Ball as he saith the Sum of one Hundred Pounds with other due Damages. The Pltf and Defdts appeared in Court. The Defdts in ye Capacity to Jnte Plead not Guilty in manner and form as set forth And of this they Pray a tryall by the Countrey. In this action the Evidences being Produced in Court and Read and the Cases on both sides being heard and all things touching the Same being fully Discussed It was Committed to the Jury (Tho. Alley being foreman) who Returned their Verdict Upon oath that they find for the Defdts Costs of Court. It is therefore Considered by the Court that the Defdts shall Recover ag. the Pltf Costs of Court Taxed at Nine Pound two Shillings and Ten Pence. The Pltf Appeales from the Judgmt of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampsh on the fourth Tuesday of Sept Next, the Appellant as Principle Jonathan Witherton and Jonathan Old both of Springfield aforesd as Sureties in the Appellants Behalf Appeared in Court and acknowledged themselves to be Jointly and Severally indebted to the Appellees in the Sum of Sixteen Pounds to be well and truly paid to the Appees in Case the Appellant failes of Prosecuting his Appeal with Effect and of Abideing and Performing the order of ye Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the Appees by the Appeal being delayed with additional Costs in Case the Judgmt be Affirmed

John Huggins of Springfield aforesd Gentn Plantiff Versus Ebenezer Pumry of Northampton in ye County aforesd Esq. Sheriff of the sd County of Hampsh. Defdt In a Plea of the Case whereupon the Pltf Saith that on the fourteenth day of Decem. in the first Year of our Reigne anno Dom. 1727. he Obtained our writt of attachment ag. Benj. Stebbins of Springfield aforesd husbandman to Recover a certain Debt due from the sd Benj. Stebbins to the Pltf by bond in writing Obligatory Und. the sd Benj. Stebbins hand and Seal duly Executed and Dated the 24th day of July anno Dom. 1727 which sd Debt and bond are fully declared upon and Described in the aforesd writ of attachment as by the Same appeares, which sd writt of attachment was Directed to the Sheriff of our County of Hampsh his Und. Sheriff or Deputy Commanding them to attach the Goods or Estate of the aforesd Benj. Stebbins to the value of two Hundred Pounds and forward thereof to take the Body of the sd Benj. Stebbins if he was to be found in their Precinct, and him safely Keep so that they had him before our Justices of our Inferior Court of Comon Pleas the next to be Holden at

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At Northampton within and for our County of Hampshire on the fifth day of March next Ensuing the date of the Writ of Attachment then and there in Court to answer John Huggins of Springfield aforesaid Gentleman being the now Plaintiff in a Plea of Debt to the Sum of one Hundred and thirteen Pounds in lawfull money of New England due by the bond above mentioned, and also Requiring them to have there at the said Inferior Court to be Holden at Northampton on the fifth day of March 1727/8 that writ of Attachment with their Doings therein, which said writ was served before 26 day of Decem. 1727. Deliv. to Wm Pynchon of Springfield aforesaid Gent. Being then the Deft. Und. Sheriff to be served according to the Tenour thereof And the said Wm Pynchon Returned said writ of Attachment in the said Inferior Court on March aforesaid with the following words indorsed thereon (viz) Hampshire ss. Decem. 26th 1727. for want of sufficient Security to satisfie the Judgment which may be recovered by this writ I have taken the body of the within named Benj. Hebbins and him committed to his Majesties Goal in Springfield. Wm Pynchon Und. Sheriff. At which Court the said John Huggins the Plaintiff by Wm Chas Lynton his atty appeared in Court But the said Benjamin Hebbins being three times called in Court made Default of appearance It was therefore considered by the said Court that the said John Huggins should Recover ag. the said Benj. Hebbins the Sum of Fifty Eight Pounds Ten Shillings and fourpence Debt being the full Sum due on the said Bond and Costs of Suit as of Bill taxed at two pound and four shillings as it appears of Record, And the said John Huggins the Plaintiff on the 30th day of March in the first year of our Reigne Annoque Dom 1728 Obtained our writ of Execution issueing out of the Clerk Office of the said Inferior Court of Common Pleas for said County of Hampshire Direct. to the Sheriff of our County of Hampshire his Und. Sheriff or deputy And thereby Commanding them that of the Goods Chattels or Lands of the said Benj. Hebbins within their Precinct they cause to be Levied and Satisfied unto the said John Huggins at the Value thereof in money the aforesaid Sums being Sixty Pounds fourteen shillings and four Pence with two shillings in the pound that writ of Execution and also satisfying themselves for their own fees, And for want of Goods Chattels or Lands of the said Benj. Hebbins to be by him shewn unto them or found within their Precinct to the acceptance of the said John Huggins the Creditor Who is the Now Plaintiff to satisfie the Sums aforesaid in said writ of Execution, then they were thereby Commanded to take the Body of the said Benj. Hebbins and him Commit unto our Goal in Springfield in our said County of Hampshire and him to detain in their Custody within said Goal Until he Levied the full sum above mentioned in said writ of Execution with their fees or that he should be Discharged by the said John Huggins the Creditor or otherwise by ord. of Law And to make due Return of that writ of Execution into our said Inferior Court of Common Pleas to be Holden at Springfield within and for our said County of Hampshire on the third Tuesday of May then Next Ensuing the date of the said writ of Execution, As by the said writ of Execution Appears And the said Deft being suspicious that the said Benj. Hebbins hath made his Escape from said Goal (but not being certified thereof) took the said writ of Execution and wrote in the Marg. thereof the words following (viz) To Mr Wm Pynchon Und. Sheriff Sir These Request you to take this Execution and Goal the Goal where you put the Debtor and Demand the said Debtor of the Goaler And if he be there that is to say in Prison, Serve this Execution on him, But if the Debtor be not in Goal, Now shew you by the Goaler within three Days after Demand Dont seek no more after him, for I conclude he has made his Escape and will seek to be Paid some other way March 30th 1728 yours to Serve John Huggins As by the said writ of Execution with the line of Direction in the Margin thereof appears And on or about the Sixth day of April Last Past And within the space of thirty days after the Rising of the aforesaid March Court where the aforesaid Judgment was Obtained ag. the said Benj. Hebbins he the said John Huggins and the aforesaid Wm Pynchon Und. Sheriff as aforesaid went to the aforesaid Goal and there and there the said Wm Pynchon having the aforesaid writ of Execution with him asked Mr Thomas Ingersole of Springfield aforesaid who then was and now is the Deft's Deputy or Und. Keeper of said Goal to shew him the aforesaid Benj. Hebbins whom he had Committed to the said Goal at the Request of the said John Huggins the Now Plaintiff by force of the aforesaid writ of Attachment And the aforesaid Thomas Ingersole not making any Answer to the aforesaid Wm Pynchon the aforesaid John Huggins being then Present Demanded the aforesaid Thomas Ingersole to Let him See or shew Him the aforesaid Benj. Hebbins which was Committed to Goal at his Suit or Request as aforesaid, And the said Thomas Ingersole then told the said Wm Pynchon and the said John Huggins that the said Benj. Hebbins was not in said Goal nor within the Confines thereof and that he had Committed to Bail Neither Did the said Wm Pynchon Und. Sheriff as aforesaid who had the writ of Execution as aforesaid See

Huggins 14 Pennry

See the said Benj.a Stebbins at any time after Red. the Writ of Execution at any time within Thirty days after the Rising of the Ld March Court Neither was the Sd Benjamin Stebbins by the Sd Thomas Ingersole Shewn to the Sd John Huggins at any time within Thirty days after the Rising of the Ld March Court, And the aforesd Wm Lynchor Und Sheriff as aforesd Returned Writ of Execution Into the aforesd Court in May where the Judge was Returnable with these words Indorsed thereon Viz. Hampshire April 10th 1728 I can find Neither the Body of the within Named Benj.a Stebbins nor any Goods of his Whereof to Levy this Execution nor any Part thereof so that this Execution is wholly Unsatisfied Wm Lynchor Und. Sheriff And Now the Pltf in fact saith that the Sd Benj.a Stebbins Did make his Escape from out of the Goal And that the aforesd Thomas Ingersole the Defts Deputy or Und. Keeper of the Goal Did Voluntarily or Negligently Suffer the aforesd Benjamin Stebbins who was Imprisoned at the Suit and Prosecution of the Sd John Huggins aforesd to escape from out of the Sd Goal within such time as the Sd Benj.a Stebbins should have been held in Prison Upon the aforesd John Huggins above expressed Suit and Prosecution against him the Sd Benj.a Stebbins and that the Deft is answerable for all that the aforesd Thomas Ingersole his Deputy or Und. Keeper Did or Suffered to be Done Respecting the Escape of the aforesd Benj.a Stebbins, And that the Sd Action accrues to the Pltf And that he Hath just Right to Recover of the Deft the aforesd Sum of Sixty Pounds fourteen Shillings and fourpence It being the Debt And cost Recovered against the Sd Benj.a Stebbins at the Suit of the aforesd John Huggins as aforesd and for which the Sd Benj.a Stebbins was Imprisoned as aforesd and also for two Shillings more for Writ of Execution which makes Sixty Pounds Sixteen Shillings and fourpence in the whole and yet the Deft Denies to Pay the same or any Part thereof to the Pltf Whereby is to the Damage of the Sd John Huggins as he saith the Sum of Seventy Pounds with other due Damages. The Pltf and Deft Appeared in Court The Deft Read not Guilty

In this action the Evidences being Produced in Court and Read and the Reasons both Sides being Heard and all things touching the Same being fully Debated it was committed to the Jury John White being foreman who Returned there Verdict upon oath that they find for the Deft Cost of Court It is therefore Considered by the Court that the Deft shall Recover against the Pltf Cost of Court Taxed at Two Pounds The Pltf appeales from the Judgment of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampshire on the Fourth Tuesday of September Next the Appellant and Nicaple Thomas Millard and Gideon Platt of Springfield aforesd as Sureties for the Appellant Behalfe appeared in Court and acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Fifteen pounds to be well and truly Paid to the Appellee in Case the Appellant failes of Prosecuting his appeal with Effect and of abiding and Performing the Order of Court thereon and of Paying and satisfying all Intervening Damages occasioned to the Appellee by his being Delayed with additional Costs in Case the Judgment be affirmed

John Evans of Springfield in the County of Hampshire Taylor Plantiff Versus Joseph Jennings of Brookfield in the County of Hampshire Yeoman Deft Matter of the Case for that the Deft Neglects and Refuses to Pay to the Pltf the Sum and Just Sum of Three pound thirteen Shillings and three Pence Justly Due and owing from the Deft to the Pltf as appears by the writ annexed Appeares the non Payment of which is to the Damage of the Pltf Appeared in Court but the Deft being three times called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover against the Deft the Sum of Two Pound Thirteen Shillings and three Pence Debt And Cost of Court Taxed at Three Pound four Shillings and Six Pence Execution Issued Oct. 7th 1728

Sam.l Barnard of Hadley in the County of Hampshire Yeoman Plantiff Versus Josiah Beaman of Brookfield in the County of Hampshire Husbandman Defendt In a Plea of Debt for that the Deft Denies to Pay to the Pltf the Sum of Fourteen Pounds Current money of New England due by one Bond Under the Deft hand and Seal Dated the 3d day of November 1725 which

Huggins vs Dunning

Evans vs Jennings

Barnard vs Beaman

Barnard Vs Beaman

Which Bond was originally Payable to Sam.l Cook of Hadley and by him assigned over to the Pltf as p the writ more Partcularly is Set forth — the Pltf Appeared in Court — But the Deft being three Times Called made Default of Appearance — It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Seven Pound Fifteen Shillings and Eight Pence Debt and Cost of Court Taxed Three Pound Sixteen Shillings and Six Pence — Execution Issued June 15th 1729

Scott Vs Sikes

Ebenezer Scott of Brimfield in the County of Hampsh.r Husbandman Plantiff Versus Nath.l Sikes of Springfield formerly called Nath.l Sike the Second within the County of Hampshire Trad.r Defend.t made Plea of the case for that he Render and to Pay to the Pltf the Sum of four Pounds which to him he owes and Unjustly detaines, the Same being Justly due from the Deft to the Pltf by force of a certain Rect. under the hand of the D. Nath.l Sikes Dated March the Ninth Anno Dom.i 1720/21. Which Sum of Four Pounds the Deft Rec.d of the Pltf for his the Pltfs use all which at our D. Court p the Rec.t and other Evidence in Court produced will appear and yet the Deft Neglects and Denies to Pay the Pltf the D. Sum the Non Payment of which is to the damage of the D. Ebenez.r Scott (as he saith) the Sum of Ten Pounds with other due Damages — The Pltf (by his Atto.y Mr Jacob Lawton) And the Deft (by his Atto.y Mr John Huggins) Appeared in Court — the Deft Readed the writ ought to abate for his Reasons Indorsed on the back thereof which the Court Judge Insufficient Saving the Plea in Abatement the Deft Plead not Guilty — In this Action the Evidences being produced in Court and Read and the Plea on both sides being Heard and all things touching the Same being fully Discussed it was Committed to the Jury (John White being Foreman) who Returned there Verdict upon oath that they find for the Pltf the Sum of four pounds and Cost — It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of four pounds Debt or damage and Cost of Court taxed at four Pound five Shillings — the Deft appeales from the Judgment of this Court to the next Super. Court of Judicature to be holden at Springfield within and for the County of Hampshire on the fourth Tuesday of Sept.r next the Appellant as Principle John White of Springfield aforesd and Dan.l Bagg of Westfield in the County aforesaid as Surties in the Appellants Behalf appeared in Court and Acknowledged themselves to be Joyntly and Severally Indebted to the Appellee in the Sum of Twenty Pounds to be well and Truly Paid to the Appellee in Case the Appellant fails of Prosecuting his Appeal with Effect and of Abideing and Performing the Order of Court thereon and of Paying and Satisfeing all Intervening Damages occasioned to the Appellee by his being Delayed with additional Cost in Case the Judgm.t be Affirmed

Hitchcock Vs Jennings

Nath.l Hitchcock of Brimfield in the County of Hampsh.r Gent.n Plantiff Versus Joseph Jennings of Brookfield in the County of Hampshire Gent Deft made Plea of the Case that he Rend.r to the Pltf the Sum of Seventeen pounds Lawfull money of New England or Bills of Cred.t Due for a yoak of Oxen which money the Deft owes by a Note Und.r his H and Dated the 1st day of Octo.r 1727. as p the writ more at Large is set forth — The Pltf Appeared in Court — But the Deft being three times Called made Default of Appearance — It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Two Pound Ten Shillings Debt and Cost of Court taxed at Three Pound Sixteen Shillings and Six Pence — Execution Issued out Decem.r 18th 1728

Dwight Vs Ferre

Joseph Dwight of Brookfield formerly of Springfield in the County of Hampsh.r Gent.n Plantiff Versus Mark Ferre of Brimfield in the County aforesaid Husbandman Defend.t made Plea of the Case for that the Deft Neglects or Denies to Pay to the Pltf Eight Pounds two Shillings in money with the Lawfull Interest for the Same Due by one Note Und.r the Deft's Hand Dated the 20th of Sept.r 1727. which was originally Payable to John Huggins &c as p the writ more at Large is set forth — The Pltf Appeared in Court — But the Deft being three times Called made Default of Appearance — It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Eight Pound Fifteen Shillings Debt and Cost of Court taxed at Three Pound fourteen Shillings and Six Pence

Execution Issued out Aug.t 25th 1729

James Mirick of Springfield in the County of Hampsh. Gent. Plantiff Versus Cornelius Jones of Springfield afore. Taylor Deft. In a Plea of the Case Whereupon the Pltf Says that the Deft. Stands Justly Indebted to him the Sum of four Pounds Sixteen Shillings and the Interest thereon due Justly due by a Note under the Deft. hand Dated the Twenty fourth day of Decem. 1726. As by the writ more Particularly is Set forth — The Pltf Appeared in Court — But the Deft. being three times called made Default of Appearance

Mirick vs Jones

It is therefore Considered by the Court that the Pltf Shall Recover ag. the Deft. the Sum of five Pound five Shillings and Six Pence Debt And Cost of Court Taxed at two Pound Ten Shillings — Execution Issued out July 25th 1729

Thomas Spencer of Suffield in the County of Hampsh. Yeoman Plantiff Versus John Gillett of Suffield afore. Husbandman Defend. In a Plea of Debt for not Paying to the Pltf the Just Sum of fourteen Pounds in Currant Lawfull money of New England due by one bond Und. the Deft. hand and Seal Dated Janu. 7th 1727. As by Writt more Particularly is Set forth — The Pltf Appeared in Court — But the Deft. being three times called made Default of Appearance — It is therefore by the Court Considered that the Pltf Shall Recover ag. the Deft. the Sum of Seven pound four Shillings and Ten Pence Debt And Cost of Court Taxed at Three pound two Shillings And Six Pence — Execution Issued out Febru. 13th 1728/9

Spencer vs Gillet

Sam. Barnard of Hadley in the County of Hampsh. Jun. Yeoman Plantiff Versus Thomas Dewey of a certain Place called the Lower Housatunick Within the County of Hampsh. Cooper Deft. In a Plea of Debt for that the Deft. Stands bound to the Pltf by a certain Obligatory bond Und. his hand and Seal dated the Twentieth day of May 1727. In the just Sum of Thirty Pounds in Lawfull money of New England, which bond was originally Payable to David Ingersole &c As by the writ more at Large is Set forth — The Pltf Appeared in Court — But the Deft. being three times called made Default of Appearance — It is therefore Considered by the Court that the Pltf shall Recover ag. the Deft. the Sum of fifteen Pound two Shillings Debt And Cost of Court Taxed at Three Pound fifteen Shillings — Execution Issued out Septem. 12th 1728

Barnard vs Dewey

David Ingersole of Springfield Jun. County of Hampsh. Shopkeeper Plantiff Versus John Shelps of Westfield Jun. County of Hampsh. Yeoman Defend. In a Plea of the Case as by the writ at Large is Set forth — This Action by the Consideration of the Court is Continued to the Next Inferior Court of Common Pleas to be Holden at Northampton within and for the County of Hampsh. on the first Tuesday of Decem. Next

Ingersole vs Shelps

John Abbee of Enfield in the County of Hampsh. Yeoman Plantiff Versus John Mackranny of Housatunick it being the Lower Township of Housatunick River within the County of Hampsh. Weaver Defend. In a Plea of Debt to the Sum of Nineteen pounds — Currant money of New England or Bills of Publick Cred. on the Province of the Massachusetts Bay due by one bond Und. the Deft. hand and Seal Dated the fifth day of Aug. 1726. As by the writ more at Large is Set forth — The Pltf Appeared in Court — But the Deft. being three Times called made Default of Appearance — It is therefore Considered by the Court that the Pltf shall Recover ag. the Deft. the Sum of Ten pound Ten Shillings Debt And Cost of Court Taxed at Three Pound fifteen Shillings — Execution Issued out Octo. 30th 1728

Abbee vs Mackranny

David Ingersole of Springfield Jun. County of Hampsh. Shopkeeper Plantiff Versus Sam. Allen of Brimfield Jun. County of Hampsh. Weaver called Sam. Allen Second Deft. In a Plea of Debt for that the Deft. Neglects to Pay to the Pltf the just Sum of twenty five Pounds Lawfull money of New England Due by one bond und. the Deft. hand and Seal Dated the Twenty first day of May 1728. as by the writ at Large is Set forth — The Pltf Appeared in Court — But the Deft. being three times called made default of Appearance — It is therefore by the Court Considered that the Pltf shall Recover ag. the Deft. the Sum of Eight Pound twelve Shillings and Six Pence Debt And Cost of Court Taxed at Two pound Sixteen Shillings and Six Pence — Execution Issued out Octo. 30th 1728.

Ingersole vs Allen

John Anderson of Hartford in the County of Hartford Trader Assignee to Dan: Colton late of
Springfield in the County of Hampshire Nob: of Killingworth in the Colony of Connecticut Weaver
Plantiff Versus Phillip Pratt of Framingham in the County of Middlesex Yeoman and Phillip
Pratt 2nd Yeoman Defts. In a Plea of Debt to the Sum of Sixty Eight Pounds &c as
the writ at Large is set forth. This Action by Consent of both Parties is continued
to the Next Inferior Court of Common Pleas to be holden at Northampton on the first
Tuesday of December Next within and for the County of Hampshire

And. for
1. A
Pratt

Samuel Munger of Brimfield in the County of Hampshire Husbandman Plantiff Versus Joseph
Marks of Brookfield in the County of Hampshire husbandman Deft. In a Plea of the
Case whereupon the Pltf Saith that the Deft took Twenty two Sheep of the Pltfs for the year
from Octo: 1725. When the Deft promised to Return with One Shilling & head a Year
as by one note in writing Und: the Deft: hand & sound produced will appear and yet the
Deft hath hitherto Neglected and still Neglects to Return the Sd Twenty two Sheep and one
Shilling & head a Year to the Pltf whereby the Pltf is Damnified the Sum of Twenty
five Pounds for the Recovery whereof the Pltf brings this Action the Condamnad of
which is to the Damage &c. The Pltf and Deft Appeared in Court. The Deft
Pleads in Abate he is not Guilty in manner and form as set forth. In this action after
a full Hearing of both Parties and all things touching the Cause being fully discussed
it was committed to the Jury who Being Sworne according to Law to try the Same Return
there Verdict upon oath that they for the Pltf the Twenty two Sheep head Year and
Fourty four Shillings and Costs of Court. It is therefore considered by the Court that the
Pltf shall Recover ag: the Deft Twenty two Sheep Fourty four Shillings and
Cost of Court Taxed at Five Pounds Nineteen Shillings and Six Pence
Execution Issued out Nov: 1. 1728

Munger
Vs
Marks

Nathan: Sikes of Springfield in the County of Hampshire Trader Plantiff Versus Joseph
Hendley of Marblehead in the County of Essex Shoeman Defend: In a Plea of Debt to the Sum
of Thirty Pounds Lawfull money of New England Due by one bond Und: the Defts hand and
Seal Dated the 31st day of May 1726. originally made payable to Tho: Debuke &c as
the writ more at Large is set forth. The Pltf Appeared in Court. But the Deft
being three times Called made Default of Appearance. It is therefore considered by
the Court that the Pltf shall Recover ag: the Deft the Sum of Seventeen Pounds and
Six Pence Debt and Cost of Court Taxed at Three Pounds Six Shillings
Execution Issued out Octo: 7th 1728

Sikes
Vs
Hendley

John Huggins of Springfield in the County of Hampshire Gentleman Plantiff Versus Jeremiah
Shepard of Springfield aforesd Tailor Defendant In a Plea of the Case for Denying to pay the
Pltf the Sum of five Pounds in money at Bills of Publick Cred: with Lawfull Interest for the
same Due by one Note Und: the Defts hand Dated the 12th day of Decem: 1727 as
the writ more at Large is set forth. The Pltf Appeared in Court. But the Deft
being three times Called made Default of appearance. It is therefore considered by
the Court that the Pltf shall Recover ag: the Deft the Sum of five Pounds Four
Shillings and three Pence Debt and Cost of Court Taxed at Two Pounds Twelve Shillings
Execution Issued out Octo: 10th 1728

Hugins
Vs
Shepard

Naomy Williams of Westfield in the County of Hampshire Spinster Plantiff Versus Christo:
Jacob Lawton of Springfield aforesd Attorney at Law Defend: In a Plea of the Case whereupon
the Pltf Saith that the Deft by one Note in writing Und: his hand Dated the Twenty Sixth of
April 1727. promised to Pay to the Pltf the full and Just Sum of Eighteen Pounds Sixteen
Shillings and Eight Pence Bill Cred: When he Recovered and got the Pltfs share of her
father Nath: Williams State as the Note to be in Court produced will appear Now
the Pltf in fact saith that the Deft Hath Rec: and got her share of the Pltfs State as at
the Court to be in shall be made to appear yet nevertheless the Deft although Requested
Neglects to Pay to the Pltf the Sum of Eighteen Pounds Sixteen Shillings and Eight
Pence which is to the Damage of the Pltf Naomi Williams as she saith the Sum of Twenty
five Pounds with other Due Damages. The Pltf by her Atty Mr John Huggins and
the Deft Appeare in Court. The Deft Pleads the action ought to be barred. Because
the time for the Payment of the money Declared for is not yet come and therefore ought to be
Barred and of this Pray Judgment which the Court judge Insufficient. Saving the Plea in
Barr the Deft Pleads to Issue that on the day the writ Issued the Deft Had not Recover and
Got the Pltfs Just share of her Father Nath: Williams State in manner and form as
declared and of this Prays may be Inquired of by the Country

Naomy
Vs
Lawton

In

In this action the Evidences being Produced in Court and Read and the Pleas on both sides being Heard and all things touching the same being fully Discussed it was Committed to the Jury (John White being foreman) who Returned there Verdict upon oath that they find for the Deft Cost of Court — It is therefore Considered by the Court that the Deft shall Recover ag.t the Pltf Cost of Court taxed at two Pound Twelve Shillings — The Pltf by his Atto.y Appeales from the Judgment of this Court to the next Sup.r Court of Judicature to be Holden at Springfield within and for the County of Hamp.shr on the fourth Tuesday of Septem.r next — The P. Atto.y as Principle Wm Smith of Springfield aforesaid and Ebenezer Terry of Enfield in the County aforesd as Sureties in the Appellants Behalf appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Fifteen Pounds to be well and truly Paid to the Appellee in Case the ap.t failes of Prosecuting his appeal with Effect and of abiding and performing the order of Court thereon and of Paying and satisfying all Intervening Damages occasioned to the ap.lee by his being Delayd with additional Costs in Case the Judgment be Affirmed

Wm Ely Lawton

John Parsons of Northampton in the County aforesd Yeo. Husbandman Plantiff Versus David Ingersole of Springfield aforesd Trader Defend.t in a Plea of the Case and it is for the Recovery of one Hundred and five Pounds Due from the Deft to the Pltf for five oxen and Eleven Shine which the Deft bought and Recd of the Pltf in February Last Past as pa Rec of Ox and Cow and an Order on Stephen Kellogg for the Sum of one Hundred and five Pounds on the Pltfs book and the Defts own hand dated Feby 26th 1727/8 may Appear And yet the Deft Neglects & Refuses to Pay P. money to the Pltf the non Payment of which is to the damage of the P. John Parsons (as he saith) the Sum of one Hundred and Twenty Pounds with other Due Damages — The Pltf (by his Atto.y Mr Timothy Dwight) and the Defendant Appeared in Court — the Deft Pleads the writt ought to abate Because it appeares not from his own Declaration that he Hath Cause of Action which the Court Judge Insufficient — Saving the Plea in Abatement the Deft Pleads to Issue Not Guilty — In this action the Evidences being Produced in Court and Read and the Pleas on both sides being Heard and all things touching the same being fully Discussed it was committed to the Jury (John White being foreman) who Returned there Verdict upon oath that they find for the Pltf Sixty Seven Pounds and Cost of Court — It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Sixty Seven Pounds Debt & Damage and Cost of Court taxed at Three Pound Six Shillings — The Deft Appeales from the Judgm.t of this Court to the Next superiour Court of Judicature to be Holden at Springfield within and for the County of Hamp.shr on the fourth Tuesday of Sept.r Next — The Appellant as Principle John Huggins and Mr Jacob Lawton of Springfield aforesd as Sureties in the Appellants Behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of One Hundred Pounds to be well and truly Paid to the ap.lee in Case the Appellant failes of Prosecuting his Appeal with Effect and of abiding and performing the order of Court thereon and of Paying and satisfying all Intervening Damages occasioned to the Appellee by his being Delayd with additional Costs in Case the Judgment be Affirmed

Parsons Vs Ingersole

David Ingersole of Springfield in the County of Hamp.shr Shopkeeper Plantiff Versus Robert Old of Springfield aforesd Trader Deft in a Plea of the Case as pr the writt dated the second day of Aug. 1728. At Large is set forth — The Pltf and Deft Appeared in Court — the Deft offered Sundry Pleas in Abatement of the writt, at Large on file — It is therefore Considered by the Court that the writ shall abate, and that the Deft shall Recover ag.t the Pltf Cost of Court

Ingersole Vs Old

John Madley of Westfield in the County of Hamp.shr Yeomen Plantiff Versus Thomas Debuke of Boston in the County of Suffolk Victualler Defend.t in a Plea of the Case that he Render to him the Just Sum of Thirty three Pounds Eleven Shillings and Eight Pence being the Sum that yet Remains Unpaid of a Certain order drawn on Mr John Smith of Boston Butcher for the Sum of fourty three Pounds Eleven Shilling and Eight Pence by the Deft Payable to John Madley aforesd Pltf Ten Pounds of which £43.11.8. the P. John Smith Paid the Pltf Prior to what Remained of s.d Sum (viz) £33.11.8. the P. John Smith Notwithstanding he was always Hitherto Requested did Neglect to

Madley Vs Debuke

To Pay a in any Sort and Content the Pltf Neither Hath the Pd Thomas Debuke Notwith-
-standing he Beeking the Pltf Could not Recover and Get P. Thirty three Pound 11/ 8d
of the Pd John Smith Paid or by any meanes Contended the Pltf for the P. Sum although he
Hath been often thereto Requested all Which shall at our Pd Court more Particularly appear
by the aforesd. Order Undr the Hand of the Pd Thomas Debuke Whose date is the Twentieth
day of June Anno Dom. 1724. And by the Judgm. and Recd on the Same Which Sum
of £33:11:8. was originally due In Part of Satisfaction of Sixty Barr Oxen Eighty four
Pounds & Wrongfully Withstanding the Pd Deft Denies Neglects and Unjustly Detaines the Pd
Thirty three Pounds Eleven Shillings and Eight Pence for the Recovery of which the Pltf
Debuke brings this Suit the non Payment of which is to the damage of the Pd John Magley as he
Saith the Sum of Seventy Pounds with other Due Damages The Pltf and Deft
Appeared In Court The Deft offered Sundry Pleas in abatem. of the writ
and Barr of the Action which are at Large on file Which the Court Judge Insufficient
the Deft to Issue Plead not Guilty In manner and form Referring the Pleas aforesaid
In this Action the Evidences being Produced In Court and Read and the Pleas on both Sides
being Heard and all things touching the Same being fully Discussed It was Committed to
the Jury John White being Foreman Who Retarded there Verdict upon oath that they
find for the Pltf the Sum Said pt being Thirty three Pounds Eleven Shillings and
Eight Pence and Cost of Court It is therefore Considered by the Court that the
Pltf shall Recover ag. the Deft the Sum of Thirty three Pound Eleven Shillings
and Eight Pence Debt and Damage and Cost of Court taxed at Four Pound Seventeen
Shillings The Deft Appealed from the Judgment of this Court to the next
Superiour Court of Judicature to be Holden at Springfield within and for the County of
Hampsh. on the fourth Munday of September Next The Appellant as Principle Cap.
Thomas Wells of Deerfield, and Dan Bagg of Westfield both in the County of Hampsh.
as Sureties in the Appellants Behalf Appeared In Court and Acknowledged them-
-selves to be Jointly and Severally Indebted to the Appellee In the Sum of Sixty Pounds
to be well and truly paid to the Appellee In Case the Appell. failes of Prosecuting his
appeal with Effect And of Abeeing and Performing the order of Court thereon and of
Paying and Satisfieing all Intervening Damages Occasioned to the Appellee by his
being Delayd with additional Costs In Case the Judgm. be Affirmed

Thrall vs Devotion — William Thrall of Windsor In the County of Hartford Shopkeeper Plaintiff Versus Mr Ebenezer Devotion Cork Peter Roe and Samuel Kelly Second Husbandman all of Suffield In y County of Hampsh John Stoughton Cordwainer and John Lewis Husbandmen both of Windsor aforesd Defendants In a Plea of Debt as p the writ dated the Tenth day of Aug. 1728. At Large is set forth The Pltf Appeared In Court And withdrew this action

Pirley vs Lee — Sam Lee of Westfield In y County of Hampsh Husbandman Having Commenced an action ag. Joseph Pirley late of a Certain Place Called the Upper House a Tanner Husbandman In Pd County But Discontinuing the Same It is Considered by the Court that the Pd Pirley shall Recover ag. the Pd Lee Cost of Court taxed at One pound fourteen Shillings

Gardner vs Hodgett — Benjamin Hodgett Formerly of Hartford In y County of Hartford now Resid. at Enfield In the County of Hampsh Blacksmith Having Commenced an Action ag. Joseph Gardner of Brookline In y County of Suffolk Yeoman But Discontinueing the Same It is Considered by the Court that the Pd Gardner shall Recover ag. the Pd Hodgett Cost of Court taxed at Three Pound Eighteen Shillings

Ferree vs Parsons — Dan Parsons of Springfield In y County of Hampsh Yeoman Having Comenced an action ag. Mark Ferree of Brimfield In y County Husbandman But Discontinueing the Same It is Considered by the Court that the Pd Ferree shall Recover ag. Pd Parsons Cost taxed at One Pound Three Shillings

Burbank vs Smith — Sam Smith of Simsbury In y County of Hartford & Colony of Connecticutt Blacksmith Having Commenced an Action ag. John Burbank Junr Carpenter In y County of Hampsh But Discontinueing the Same It is Considered by the Court that the Pd Burbank shall Recover ag. Pd Smith Cost taxed at Two Pound Twelve Shillings

Execution Issued out April 12th 1729

Anno Regis Georgij Secundi Magnæ Brittanniæ &c Secundo
Att a Court of General Sessions of the Peace holden at Springfield within and for the County of Hampsh. on the Last Tuesday of Aug. being the Twenty Seventh day of the 8. Month Annoque Domini 1728

Present
Sam.l Partridge
Joseph Parsons
John Stoddard
John Synehon
Henry Dwight
Josiah Sheldon
Eleazer Porter
} Esq.rs Justices of the Court

Grand Jurors Sworn at this Session were
John Lyman Jonn. Eben.r Parsons Sen.r Springf.d
Henry Burt, Sam.l Stebbins, Preserved Clapp
Ebenez.r Parsons Northampton, Sam.l Crowe, Moses
Cooke, Benoni Danes, Nath.l Austin, Ebenez.r
Warriner, Zecharyah Booth, Edward Walker
Jun.r, Capt. Benj.a Wright, John Root Sam.l
Loomis, Sam.l Childs, John Graves, Nath.l Graves
Simon, Cooley
who attended 1 day besides travail

Ephraim Chapin of Enfield Inh. County of Hampsh. Appering in Court and informed ag. himself for selling Strong Drink and suffering it to be Drunk in his House without Licence which is contrary to Law, And confessing the Same
Ordered to Pay a fine of Ten pounds, one Third to the Informer one Third to the Commissioner of Excise Viz Josiah Sheldon, And the other Third to the Poor of the Town of Enfield and Cost of Court
} Ephraim Chapin

Benjamin Townsend of Brookfield Inh. County of Hampsh. Appeared in Court And Confessed that he had sold Strong drink Contrary to Law, Ordered to Pay a fine of Ten pounds, one Third thereof to the Informer, One third thereof to the Commissio.r of Excise Viz Josiah Sheldon, And one third to the Poor of the Town of Brookfield and Cost
} Benj.a Townsend

Sam.l Barnard of Hadley Inh. County of Hampsh. Jun.r Appeared in Court And Moved to the Court that he might be Discharged from any thing more than what he has already paid towards the Maintenance of A Male Bastard Child of Rachel Kellogg alias Allexander of Deerfield now the wife of Sam.l Kellogg of Deerfield Since the Child arrived to the age of four years - It is by the Court Ordered that he be accordingly Discharged therefrom, And also from his Recognizance for the maintenance of the Child
} Sam.l Barnard

John Rummerill and his wife Having Confessed before this Court that they had been Guilty of the Sin of fornication together before Marriage, ordered to Pay a fine of Thirty Shillings Each to his Majestie and Cost
} John Rummerill

Israhel Stebbins And Sarah his wife Having Confessed Before this Court that they had been Guilty of the Sin of fornication together Before Marriage, Ordered to Pay a fine of Thirty Shillings Each to his Majestie And Cost
} Israhel Stebbins

John Steel and Abigail Having confessed before this Court that they had been Guilty of the Sin of fornication together before Marriage Ordered to Pay a fine of Thirty Shillings Each to his Majestie and Cost
} John Steel

Ebenezer Colton one of the Constables of Springfield Carrying himself Insolently and Contemptuously before this Court Ordered to Pay as a fine to his Majestie the Sum of Ten Shillings, and to Enter into Recognizance with two Sureties In the Sum of Forty pounds for the Good Behaviour Until the Next Session of this Court
Accordingly the Said Eben.r Colton as Principle Sam.l Cooley and Sam.l Cooley as Sureties In.r Colton's Behalfe Appeared before this Court and Acknowledged themselves to be Jointly and Severally Indebted to our Soveraigne Lord the King in the Sum of Ten pounds
} Ebenezer Colton

to

Colton — To be Levied on their Either of their Goods or Chattles Lands or Tenements for the use of our Sd Lord the King In Case the Colton Shall fail of being of the Good Behaviour towards all his Majestie Liege People Until the next Court of General Sessions of the Peace to be Holden at Northampton within and for the County of Hampshr on the First Tuesday of December Next

N. Clarke — Ordered that there be Paid out of the County treasury to Nathll Clarke of Springfield Twelve pounds for his Building Bridges over Fully Brook and Mending the Country Road between Springfield and Brookfield

Joseph Leonard — Joseph Leonard of Springfield is by this Court Licensed to Keep a Ferry at Agawam River across the same Northerly — Fare to be for one Man and Horse 3d a Single person 1d And Proportionably for other Creatures, the said Joseph Leonard became bound by way of Recognizance for the Sum of Ten pounds for his faithfully Keeping and attending the sd Ferree &c

Jon. Ball — Jonathan Ball of Springfld Husb. is by this Court Discharged from his Recognizance Taken before John Pynchon Esq. Upon Suspicion of feloniously Cutting some Leaves out of the Book of Ct. that was Patrick Marshall Deceased And also Gideon Pratt Benj. Stebbins Husb. And Hezekiah Day also Discharged from there Recognizance at Court about the Same

Pratt, Stebbins — Ordered that the treasurer of the County of Hampshr Pay out of the said County treasury to Gideon Pratt and Benjamin Stebbins Jun. the Sum of Ten Shillings Each for Waiting on the Court in the Kings Service

Mirick — License is Granted by this Court to Tilley Mirick of Brookfield in County of Hampshr to be an Inholder in the sd Town for the Year Ensuing

Scot — License is by this Court Granted to Josiah Scott of Hatfield in the County of Hampshr to be an Inholder in sd Town for the Year Ensuing

Field — License is Granted by this Court to Zechariah Field of Northfield in County of Hampshr to be an Inholder in the sd Town for the Year Ensuing

Ingersole — License is by this Court Granted to David Ingersole of Springfld in County of Hampshr to be a Retailer of Strong Drink out of Doors in sd Town for the Year Ensuing

Bartlet — License is Granted by this Court to Joseph Bartlet of Northampton in County of Hampshr to be an Inholder in sd Town for the Year Ensuing

Lyman — License is by this Court Granted to Aaron Lyman to be an Inholder at Old Spring for the Year Ensuing

Chapin — License is by this Court Granted to Jonathan Chapin of Springfield in County of Hampshr to be an Inholder in the sd Town for the Year Ensuing

Leonard — License is by this Court Granted to Joseph Leonard of Springfield in County of Hampshr to be an Inholder in the sd Town for the Year Ensuing

Smith — License is by this Court Granted to Luke Smith of Hadley to be an Inholder in the said Town for the Year Ensuing

Worthington — License is by this Court Granted to John Worthington of Springfld in County of Hampshr to be an Inholder in the sd Town for the Year Ensuing

Day — License is Granted by this Court to John Day of Springfld to be an Inholder in sd Town for the Year Ensuing

Ingersole — License is Granted by this Court to Thomas Ingersole of Westfield to be an Inholder in the sd Town for the Year Ensuing

Goff — License is by this Court Granted to Capt Philip Goff of Brookfield to be an Inholder in the sd Town for the Year Ensuing

License is by this Court Granted to Lt. John Lyman of Northampton in ye County of Hampsh. To be an Inholder in ye Town for the year Ensuing — Lyman

License is Granted by this Court to John Lyman 3. of Northampton in ye County of Hampsh. To be a Retailer of Strong Liquors for the year Ensuing — Lyman

License is by this Court Granted to Edward Allin of Deerfield in ye County of Hampsh. aforesd. To be an Inholder in ye Town for the year Ensuing — Allin

License is by this Court Granted to Benjamin Stebbins of Northampton in ye County of Hampsh. To be an Inholder in ye Town for the year Ensuing — Stebbins

License is Granted by this Court to Robt. Old of Brimfield in ye County of Hampsh. to be an Inholder in ye Town for the year Ensuing — Old

License is by this Court Granted to Lt. John Root of Westfield to be an Inholder in ye Town for the year Ensuing — Root

License is by this Court Granted to Joseph Sexton of Enfield in ye County of Hampsh. to be an Inholder in ye Town for the year Ensuing — Sexton

License is Granted by this Court to Sam. Kent of Suffield in ye County of Hampsh. the 3. to be an Inholder in ye Town for the year Ensuing — Kent

License is by this Court Granted to Ebenezr. Jones of Enfield in the County of Hampshire to be an Inholder in the ye Town for the year Ensuing — Jones

License is Granted by this Court to Benjamin Townsend of Brookfield to be an Inholder in ye Town for the year Ensuing — Townsend

Thomas Baker of Brookfield Presenting to this Court an acct. of his own and Sundry others time and Expences to in Building amending Swift River Bridge to, Ordered that the Same be allowed And that the Treasurer of the County of Hampsh. hereby is Directed and Impowered to Pay out of the ye County Treasury the Sum of Ten pounds Thirteen Shillings being the full of ye acct. to the ye Thomas Baker in full Discharge thereof to be by him Repaid to whom the Same is Respectively due — Baker

Anno Regni Georgij Secundi Magnæ Britanniæ &c Secundo

At an Inferiour Court of Comon Pleas holden at Northampton within and for the County of Hampsh. on the first Tuesday of Decem.r being the Third day Annoque Domini 1728

Present
Sam.l Partridge
John Ashley
Henry Dwight
Esq.rs Justices of the Court

Jury of Tryalls Returnd & Sworne
John Clarke Jun.r Thomas Colton Ebenezer Parsons Jun.r Noah Cook Joseph Lyman Joseph Smith Richard Church Nath.l Coleman Jacob Hathaway Joseph Clary Ebenr. King Ebenezr. Hunt
Jacob Hathaway taken off in his action with James Colson and Ebenr. Kingsley Petson and Sworne

Hitchcock & Jones

Nath.l Hitchcock of Springfield in the County of Hampsh. Gent.n Plantiff Versus John Jones of Springfield in the County Weaver Defend.t pra Plea of Trespass and Ejectment for that the Deft. Refuses and Neglects to Deliver to the Pltf the Possession of a certain Tract Piece or Parcel of Land Hereafter mentiond and Described (Viz) It Lyeth on the East Side of the Great River called Connecticutt River in the Township of Springfield at the Upper End of the Town Street, And is Ag.st Land Lamb Sen.r House and Homstead, And is Bounded as followeth (Viz) South by Land Sondry James Munns Nors Nath.l Munns, Westly and North.ly On the Highway from Springfield to Hadley East on land Held by Joseph Stebbins Containing about four or five acres, Which Land Lyeth on Each Side of a Certain Brook Called and Known by the Name of Three Corner Meadow Brook, And was Granted to John Hitchcock of Springfield Decea.d on the 7th day of Febry Anno Dom. 1687. And on the Ninth day of March 168 6/7. as may by the Records of the Town of Springfield and other Evidence more at Large appear, And for the delivery of which Land the Pltf in fact Saith before the day of the date hereof he made a Demand of the Deft. therefor And Now at this day the Pltf Claimes and Demands the Same and further in fact Saith that the Same is his with the Appurtenances which he Claimes and Demands by force of the original Right that the d. John Hitchcock his Father Had thereto, And the Pltf further in fact Saith that the Same is Seized over and Consumed by him by the Last will and Testament of the d. John Hitchcock all which at our Court shall more Particularly appear Notwithstanding the Deft. without Law Right or Judgm.t therefor Held and detained the Same from the Pltf and that Wrongfully and Unjustly and Yet the Deft. hath Hitherto neglected and still Neglects to deliver the Pltf the Possession thereof the non delivery of which is to the Damage of the d. Nath.l Hitchcock (as he Saith) the Sum of Thirty five Pounds with other Dues Damages

Which d. action was brought at the Last Inferior Court of Comon Pleas Holden at Springfield within and for the County of Hampsh. on the Last Tuesday of August Last Past When and where the Pltf (by his Atto.y Mr. Jacob Lawton) and the Deft. by his Atto.y Mr. John Huggins) appeared, And was by the Agreement of the Attorneys in Behalf of the Pltf and Deft. Continued to this Court the Pltf and Deft. by their d. Atto.s Now appeared in Court also But Upon a Motion made by the d. Huggins also Atto.y to Sarah Stebbins Wid.w and Benjamin Stebbins Sen.r Cooper both of d. Springfield Executors of the Last will and Testament of Lt. Joseph Stebbins Late of d. Springfield Deceased that they might be Admitted Defts. in this action by Reason that the

(aforesd.

aforesaid John Jones Holds the P. Land Und. Thomas Lamb of P. Springfield Und. Cooper and the P. Lamb Und. the P. Joseph Stebbins Deceas. Was accordingly admitted thereunto — The Deft. Pleaths Guilty in manner and forma as Set forth

In this action the Evidences being Produced in Court and Read and the Pleas on both Sides being Heard and all things touching the same being fully Discussed it was Committed to the Jury (John Clarke being foreman) Who Returned there Verdict upon oath that they find for the Pltf the Land Sued for And Cost of Court — It is therefore Considered by the Court that the Pltf Shall Recover ag. the Deft the Land Sued for and Cost of Court Taxed at five Pounds Seventeen Shillings — the Deft by the P. Atto. Appeal from the Judgmt. of this Court to the next Sup. Court of Judicature to be Holden at Springfield within and for the County of Hampsh. on the fourth Tuesday of Sept. Next The P. Atty as Principle Benoni Jones and Nathan. Sikes of P. Springfield as Sureties in the Appellants Behalfe appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Twenty Pounds to be Well and Truly Paid to the ap. In Case the appellant failes of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of the Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the appellee by his being Delayed with additional Costs In Case the Judgmt be Affirmed

David Ingersole of Springfd. Inh. County of Hampsh. Shopkeeper Plantiff Versus John Helps of Westfield Inh. County aforesd. Yeoman Deft. In a Plea of the Case as by the writt at Large is Set, this action was originally brought at the Last Inferior Court at Springfield In Aug. Last and Continued to this Court It is now agd by this Court Continued to the next Inferior Court of Comon Pleas to be Holden at Northampton for said County on the first Tuesday of March Next

John Anderson of Windsor in the County of Hartford Trader Assigned to Dan. Colton late of Springfield Inh. County of Hampsh. Weaver Now of Killingsworth in the Collony of Connecticut Weaver Plantiff Versus Phillip Pratt of Framingham Inh. County of Middlesex Yeoman alias Phillip Pratt Inh. Yeoman Deft. In a Plea of Debt to the Sum of Sixty Eight Pounds Canaut money of the Province of the Massachusetts Bay — — due from the Deft. to the Pltf by one bond in writing Obligatory Und. the Deft. hand duly Executed and Dated the 14th day of Aug. 1724 which bond was Originally made to the said Dan Colton and by him Assigned to the Pltf the 20th day of April Anno Dom 1726. as by the bond and Assignmt. thereon Appeares And yet the Deft. Neglects to pay the same to the Pltf which is to the damage of the P. John Anderson (as he Saith) the Sum of Seventy Pounds with other Due Damages — Which action was brought at the Last Inferior Court Held at Springfd. for the County of Hampsh. on the Last Tuesday of Aug. Last Past and by the Consent of both Parties was Continued to this Court, When and Where the Pltf by his atty Mr. John Huggins appeared in Court But the Deft. being three Times called made Default of Appearance — It is therefore Considered by the Court that the Pltf Shall Recover ag. the Deft the Sum of Forty One Pound Thirteen Shillings Debt And Cost of Court Taxed at Pound Pounds Sixteen Shillings and Six Pence — After all which the Deft. by his atty Mr. Benjamin Flagg Inh. of Worcester Inh. County of Midl. appeared in Court and appealed from the Judgmt. of this Court to the next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampsh. on the fourth Tuesday of Septem. Next The P. Flagg atty as Principle And Edward Walker of Brookfield Inh. and Jonathan Ayer of Northampton in the P. County of Hampsh. as Sureties in the appellants Behalfe Appeared in Court And Acknowledged themselves to be Jointly and Severally Indebted to the Appellee In the Sum of Sixty Pounds to be well and truly Paid to the appellee In Case the Appellant failes of Prosecuting his Appeal with Effect and of Abiding and Performing the Order of the Court thereon and of Paying and Satisfying all Intervening Damages occasioned to the appellee by his being Delayed with additional Costs In Case the Judgmt. be Affirmed

Ingersole

Helps

Anderson

Colton

Pratt

Pynchon vs Easton

John Pynchon of Springfield in the County aforesd Esqr Plantiff Versus Joseph Easton of Hartford in the County of Hartford in the Collony of Connecticut Innholder Defendant in a Plea of Debt for that the Deft Denies to Pay to the Pltff the full and Just Sum of Seventy Pounds Curr money of the Province of the Massachusetts Bay Due from the Deft to the Pltff by one Bond in writing Obligatory well Executed Undr the Deftts hand and Seal Bearing date the fourth day of Aug. 1726. as by the sd bond to be in Court Produced more fully Appeares the Non Paymt of which is to the damage of the sd John Pynchon (as he saith) the Sum of Seventy Pounds with other Due Damages The Pltff Appeared in Court But the Deft being three Times called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Deft the Sum of Fourty two Pounds fourteen shillings and Eight Pence Debt being the Just sum Due on sd bond And Cost of Court taxed at Two Pound Eleven Shillings and Six Pence

Execution Issued out Februy 12th 1728/9

Huggins vs Sheldin

John Huggins of Springfield in the County aforesd Gentlm Plantiff Versus Josiah Sheldin of Sufield in the County aforesd Shopkeeper Deft in a Plea of the Case for that the Deft Denyeth to Pay the Pltff the Sum of Sixty Pounds and fourteen Shillings in Current money of Bills of Publick Credit with Lawfull Interest for the Same from the 23 day of Novembr 1727. Due from the Deft to the Pltff by one Note in writing Undr the Deftts hand Duley Executed and Dated the sd twenty third Day of Novembr 1727. by Which sd Note the Deft Obliged Himself his heirs and Admrs to Pay the sd Sixty Pounds and fourteen Shillings with Lawfull Interest for the Same till he had Paid the same as by sd Note appears the Non Paymt of which is to the Damage of the sd John Hugging (as he saith) the Sum of One Hundred Pounds with other Due Damages The Pltff appeared in Court But the Deft being three Times called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover Ag. the Deft the Sum of Sixty four Pounds Nine Shillings Debt And Cost of Court taxed at Two Pound fourteen Shillings After all which the Deft Appeared in Court and Appealed from the Judgment of this Court to the Next Supr Court of Judicature to be holden at Springfield within and for the County of Hampshr on the fourth Tuesday of Septembr Next The Appellant as Principle Thomas Baker of Northfield and Edward Foster of Sufield in the County aforesd as Sureties in the Appellants behalfe Appeared in Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of One Hundred Pounds to be well and Truly Paid to the Appellee Inclose the Appellant fails of Prosecuting his Appeal with Effect and of Abiding and Performing the order of Court thereon and of Saving and Shifting all Intervening Damages occasioned to the Appellee by his being Delayd with additional Costs in Case the Judgmt be Affirmed

Huggins vs Gillet

John Huggins of Springfield in the County of Hampshr Gentlm Plantiff Versus Samll Gillet of Sufield in the County of Hampshr Husbandman Defendt in a Plea of the Case for Denying to Pay the Pltff the Sum of Three Pounds Current money of the Province of the Massachusetts Bay with Lawfull Interest for the Same, Due by a Note Undr the Deftts hand Dated the Sixth day of May 1728. as by the writ more at Largey Set forth The Pltff appeared in Court But the Deft being Three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff shall Recover against the Deft the Sum of Three pound Ten shillings Debt And Cost of Court taxed at two pound fourteen shillings and Six Pence

Execution Issued out Decemr 11th 1728

Allin vs Hamlin

Allexander Allin of the Town of Windsor in the County of Hartford and Collony of Connecticutt Shopkeeper Plantiff Versus Nathll Hamblin of the Town of Sufield in the County of Hampshr Collier alias Husbandman Deft in a Plea of the Case for that the Deft Neglects & Denyes to Pay to the Pltff the Sum of Three pounds Ten Shillings money Due by one Note Undr the Deftts hand Dated April the twenty 1728 as by the writt more at Largey Set forth The Pltff Appeared in Court But the Defendt being three Times called made Default of Appearance It is therefore by the Court Considered that the Pltff shall Recover Ag. the Deft the Sum of Three pound Ten shillings Debt And Cost of Court taxed at Three pound Nine Shillings

Execution Issued out Decemr 26th 1728

Allexander Allin of the Town of Windsor in the County of Hartford in the Collony of Connecticutt Merch.t Plantiff Versus Natha.l Hamblin of Suffield in ye County of Hampsh.d Husbandman Defend.t In a Plea of Debt For that the Def.t Denyes to Pay to the Pltff the full and just Sum of Twenty four pounds Eighteen Shillings Granted money of New England Due by one bond Und.r the Def.ts hand and Seal Dated the 29.th day of Aug.st 1727. as ye the writt more at Large is Set forth The Pltff Appeard in Court But the Def.t being Three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff Shall Recover against the Def.t the Sum of Thirteen Pound Seven Shillings Debt And Cost of Court taxed at Three pound Nine Shillings Execution Issued out Decem.r 26.th 1728 } Allin vs Hamblin

Allexander Allin of the Town of Windsor in the County of Hartford in the Collony of Connecticutt Shopkeeper Plantiff Versus William Smith of Springfield in the County of Hampsh.d Husbandman Def.t In a Plea of the Case for that Def.t Neglects or Denies to Deliver to the Pltff fifty four Bushels of Good Merchantable Lime Due by one Note Und.r the Def.ts hand Dated the 26.th day of Aug.st 1727. as ye the writt more at Large is Set forth The Pltff Appeared in Court But the Def.t being Three Times Called made Default of Appearance It is therefore by the Court Considered that the Pltff Shall Recover ag.st the Def.t the Quantity of fifty four Bushells of Good Merchantable Lime and Cost of Court taxed at Two pound Sixteen Shillings Execution Issued out Decem.r 26.th 1728 } Allin vs Smith

Sam.l Strong of Windsor in the County of Hartford and Collony of Connecticutt Coordwainer Administrator to the Estate of Mr Benej.n Fitch Late of the above said Windsor Decea.d Plantiff Versus Anthony Austin Inh.t of Suffield in ye County of Hampsh.d Yeoman Defend.t In a Plea of the Case for that the Def.t Neglects to Pay the Pltff the full and just Sum of five Pound and 4 with Lawfull Interest Due by a Note Und.r the Def.ts hand Dated Febru.y 7.th 1727/8 as ye the writt more Particularly is Set forth The Pltff Appeared in Court But the Def.t being Three Times Called made Default of Appearance It is therefore Considered by the Court that the Pltff Shall Recover ag.st the Def.t the Sum of five Pound Fourteen Shillings and One Penny Debt And Cost of Court taxed at Three Pound five Shillings and Six pence Execution Issued out March 8.th 1728/9 } Strong vs Austin

Jared Huxley of Suffield in the County of Hampsh.d Trader Having been Served with a writt of Scire facias to be before this Court to shew Cause if (any ye have) Wherefore Stephen Spencer of Guilford in ye County of New London in the Collony of Connecticutt Husbandman ought not to have his Execution ag.st him for the Sum of Twenty Eight pound Eleven Shillings and Two pence Debt And three Pounds Nine Shillings and Six pence Cost Recov.d ag.st Huxley at an Inferior Court of Common Pleas Held and Kept on the Last Tuesday of Aug.st 1726 The ye Spencer by his Atto.y Mr Edw.d Foster appeared in Court But the ye Huxley being three times Called made Default of appearance It is now therefore by the Court Considered that the ye Spencer shall have his Execution for the ye Debt and Cost as also for the Cost of this Court taxed at Three pound One Shilling and it be accordingly awarded for the Same Execution Issued out July 27.th 1729. } Spencer vs Huxley

Sam.l Winchell Somerly of Suff. Now of the Lower House Tunnick in the County of Hampsh.d Husbandman Plantiff Versus Hezekiah Parsons of Windsor in ye County of Hartford in the Collony of Connecticutt Yeoman Defend.t In a Plea of the Case for that the Def.t though often thereto Requested Unjustly Neglects and Denyes to Pay to the Pltff the full Sum of five pound five Shillings Which Sum is justly Due and owing from the Def.t to the Pltff as ye Appears to the writt annexed Appeares the non Payment of which is to the Damage of the ye Sam.l Winchell as he saith the Sum of fifteen pound with other Due Damages

the } Winchell vs Parsons

Winchel vs Parsons } The Pltf Appeared In Court But the Deft being three times Called made Default of appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of five Pound five Shillings Debt and Cost of Court taxed at Four Pound One Shilling Execution Issued out Febru. 12th 1729

White vs Winchel } Joshua White of a Certain Place Called the Lower Houseatunnick in the County of Hampsh. Husbandman Plantiff Versus Samll Winchell of said Houseatunnick Husbandman Defend.t In a Plea of the Case as p.r the writt made at Large is set forth The Pltf Appeared In Court by his attoy Mr Jacob Lawton and withdrew this Action It is therefore Considered by the Court that the Defend.t shall Recover ag.t the Pltf Cost taxed at One pound fourteen Shillings & Six Pence

Badger vs Mathers } Daniel Badger of Coventry in the County of Windham and Collony of Connecticutt Yeoman Plantiff Versus Atherton Mather Gent.n and William Mather Yeoman both of Suffield In the County of Hampsh. Defendants In a Plea of Debt for that the Deft. Deny to Pay to the Pltf the Full Sum of Two Hundred pounds Lawfull money of New England Due from the Deft.s to the Pltf by one bond in writing Obligatory Jointly and Severally bound Duly Executed Und.r the Deft.s hands and Seales Dated May the 29th 1727 as p.r the bond Appeares the non Paym.t of which is to the damage of the P.t Dand Badger (as he saith) the Sum of Three Hundred Pounds with other Due Damag.s The Pltf by his Atto.y Mr John Pitkel appeared In Court But the Deft.s being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft.s the Sum of One Hundred and Nine Pounds One Shilling and Six Pence being the Just Debt due on the P. bond and Cost of Court taxed at Two Pound Seven Shillings After all which the Deft.s Appeared in Court by there Atto.y Mr Jacob Lawton, And Appeled from the Judgm.t of this Court to the next Supe. Court of Judicature to be Holden at Springfield within and for the County of Hampsh. On the fourth Tuesday of Septem.r Next the P. Lawton Atto.y as Principle and Nath.l Austin and Sam.l Smith the P. both of Suffield aforesaid as Surties In the Appellants Behalfe appeared In Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee In the Sum of One Hundred and Fifty Pounds to be well and Truly Paid to the Appellee In Case the Appellants failed of Prosecuting there Appeal with Effect and of Abiding and Performing the order of P. Court thereon and of Paying and Satisfieing all Interveening Damages Occasioned to the Appellee by his being Delayed with additional Cost In Case the Judgment be Affirmed

Badger vs Mathers } Dan.l Badger of Coventry in the County of Windham and Collony of Connecticutt Yeoman Plantiff Versus Atherton Mather Gent.n and William Mather Yeoman both of Suffield In the County of Hampsh. Defts In a Plea of Debt for that the Deft.s deny to Pay to the Pltf the Full Sum of One Hundred and Twenty Pounds Lawfull money of New-England Jointly Due from the Deft.s to the Pltf by one bond in writing Obligatory Jointly and Severally bound Duly Executed Und.r the Deft.s hands and Seales Dated May the 29th 1727 as p.r P. bond appeares the Non Paym.t of which is to the Damage of the P.t Dand Badger (as he saith) the Sum of one Hundred and Sixty Pounds with other Due Damages The Pltf (by his Atto.y Mr John Pitkel) appeared In Court But the Deft.s being three times Called made Default of Appearance It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft.s the Sum of Fifty four pounds Seven Shillings being the Just Sum Due on P. bond And Cost of Court taxed at Two Pound Seven Shillings After all which the Deft.s (by there Atto.y Mr Jacob Lawton) appeared in Court and Appealed from the Judgm.t of this Court to the Next Superior Court of Judicature to be Holden at Springfield within and for the County of Hampsh. On the fourth Tuesday of Septem.r Next the P. Lawton Atto.y as Principle and Nath.l Austin and Sam.l Smith the P. both of Suffield aforesaid as Sureties In the Appellants Behalfe appeared In Court and Acknowledged themselves to be Jointly and Severally Indebted to the Appellee in the Sum of Ninety Pound

(to

To be well and truly Paid to the Appellee In case the Appellt. fail of Prosecuting there Appeal with Effect and of Abideing and Performing the Order of the Court thereon and of Paying and Satisfieing all Intervening Damages occasioned to the appellee by his being Delayd with additional Cost In Case the Judgmt. be Affirmed.

Jacob Hathaway of Suffield in the County of Hampshire Broomer Plantiff Versus James Poison of Hartford in the County of Hartford in the Collony of Connecticut Trader Defend. In a Plea of the Case for that the Deft. ought to Pay to the Pltf the Sum of fourteen pounds and six Pence Due from the Deft. to the Pltf as by Accounts to will appeare the Non Payment of which is to the damage of the Pl. Jacob Hathaway (as he saith) the Sum of Thirty Pounds with other Due Damages. (Hathaway vs Poison)

The Pltf And Deft. Appeared in Court And the Deft. Pleads that the writ ought to abate for the Reasons following (Viz) 1. The Deft. Hath not his Proper Addition. 2. The Pltf Hath not Declared Upon Sufficient matter to Intitle Himself to this Action, which the Court Judge Insufficient to abate the Same. The Deft. to Issue Pleads not Guilty in manner and form. In this action the Evidence being Produced in Court and Read and the Pleas on both Sides being Heard and all things touching the Same being fully Discussed it was committed to the Jury (John Clarke being foreman) Who Returned there Verdict Upon oath that they find for the Pltf the fourteen pounds and six Pence Sued for and Cost of Court. It is therefore Considered by the Court that the Pltf shall Recover ag. the Deft. the Sum of fourteen pounds and six Pence And the Sum of five Pounds thirteen Shillings and six Pence for Cost of Court as by Bill on file Allowed of. Execution Issued out Janry. 30th 1728/9.

Victory Sikes of Suffield in the County aforesaid Yeoman Plantiff Versus Abraham Burbank of Suffield aforesaid Tanner Defend. In a Plea of Debt to the Penal Sum of Twenty Pounds Current money of the Province of the Massachusetts Bay due from the Deft. to the Pltf by one Penal bond in writing Obligatory under the Deft. hand & Seal Duly Signed and Dated the Eighteenth Day of Novemr. Anno Dom. 1726 as by the bond Appeares which the Deft. neglects to Pay to the Pltf which is to the damage of the Said Victory Sikes as he saith the Sum of Twenty pounds with other Due Damages. (Sikes vs Burbank)

The Pltf and Deft. Appeared in Court. The Deft. offered Sundry Pleas in Bar of this action, And also Sundry Pleas in abatement of the writ which are all at Large on the Back of the writ which were by the Court judged Insufficient. Saving the Pleas in Bar and abatement the Deft. Pleads to Issue that he owes the Pltf Nothing in manner and form and of this Prays a Tryal by the Country. The Pltf Saith that the Issueable Plea of the Deft. doth not Answer his Declaration Neither is it Proper In this Case therefore Prays that the Plea may be Recorded or that he may Have Judgmt. Pah ag. the Deft. by a Nihil dicit. The Court are of opinion that the Deft. Issueable Pleas Sufficient to Answer the declaration and therefore Order the action to Proceed. In this Action the Evidence being Produced in Court and Read and the Pleas on both Sides being heard and all things touching the Same being fully Discussed it was committed to the Jury (John Clarke being foreman) Who Returned there Verdict upon oath that they find for the Deft. Cost of Court. It is therefore Considered by the Court that the Deft. shall Recover ag. the Pltf Cost of Court Taxed at One Pound Nine Shillings & six Pence.

Noah Pinney of Windsor in the County of Hartford and Collony of Connecticutt Joyner Plantiff Versus Nathll. Hamblin of Suffield in the County of Hampshire Collier Deft. In a Plea of Debt for that the Deft. ought to Pay to the Pltf the full and just Sum of Ten pounds Ten Shillings Current money of New England Due by one bond under the Deft. hand and Seal Dated the Ninth Day of Aug. 1727. as by the writ more at Large is set forth. The Pltf Appeared in Court. But the Deft. being three times Called made Default of appearance. It (Pinney vs Hamblin)

Pinney vs Hamblin } It is therefore Considered by the Court that the Pltf shall Recover ag.t the Deft the Sum of Five pound Nineteen Shillings Debt And Cost of Court taxed at two pound Thirteen Shillings and Six pence / Execution Issued out July 1st 1729

Sikes vs Copley } Francis Sikes of Springfield in the County of Hampsh. Husbandman Setting forth in his Complaint to this Court that he on the 21st day of Octo. 1728 before John Pynchon Esq. Recovered Judgmt. ag. Mathew Copley of Suffield in ye County of Hampsh. Innr. Bloomer Deft. for the Sum of One pound Eighteen Shillings Debt and Cost fifteen Shillings and two pence, From which Judgmt. the s.d Mathew Copley appealed to this Court and Recognized for the Prosecution thereof bill Having failed thereof Prays the s.d Judgmt. may be Affirmed It is therefore Considered by the Court that the said Sikes shall Recover ag.t the s.d Copley the s.d Debt And Cost, And also Cost of this Court taxed at One pound Thirteen Shillings and Six pence

Execution Issued out Decem. 11th 1728

Hancock vs Norton } John Hancock of Springfield in ye County of Hampsh. Husbandman Plaintiff Versus Nath.l Norton of Suffield in ye County of Hampsh. Collier Defend.t ma Plea of the Case for that the Deft. Denies to pay to the Pltf the full and just sum of four pounds in money or Publick bills of Cred.t Justly Due from the Deft. to the Pltf by one note in writing Und.r the Deft.s hand Dated the Twenty Second day of May Last Past Payable at or before the first day of Septe. Last as by the s.d Note in Court Appeared the non Payment of which is to the Damage &c the Pltf by his Atto.y Mr John Huggins Appeared in Court, And the Deft. by his Atto.y Mr Jacob Lawton Appeared in Court also, who in the Deft.s behalfe Confessed Judgmt. ag.t the Deft. that the Pltf shall Recover ag.t the Deft. the Sum of four pounds Debt And Cost One pound Nineteen Shillings with stay of Execution til the Last day of June Next / Execution Issued out July 11th 1729

Sheil vs Phelps } Hezekiah Phelps of Housatunnick Upper Township Granted on Housatunnick River within ye County of Hampsh. Yeoman Having Commenced an Action ag. Trient Sheil of ye Housatunnick Husbandman Did Discontinue the Same It is Considered by the Court that the s.d Sheil shall Recover ag.t the s.d Phelps Cost taxed at One pound Six Shillings and Six pence

Execution Issued out July 28th 1729

Poison vs Stebbins } Benjamin Stebbins of Springfield in the County of Hampsh. Husbandman Having Commenced an Action ag.t Jamey Poison of Hartford in the County of Hartford, but Discontinuing the Same It is Considered by the Court that the s.d Poison shall Recover ag.t the s.d Stebbins Cost taxed at One pound Seven Shillings and Six pence / Execution Issued out July 10th 1729

Anno Regis Georgij Secundi Magnæ Britanniæ &c Secundo.

At a Court of General Sessions of the Peace Holden at Northampton within and for the County of Hampsh. on the First Tuesday of Decem.r being the third day Anno: Dom. 1728

Present

Sam.l Partridge
John Pynchon
John Ashley
Henry Dwight
Eleazer Porter

Esq.rs Justices of s.d Court

Grandjurors

Lt. John Lyman Jonn. Ebenez.r Parsons Jun.r Springf. Henry Burt Sam.l Stebbins, Preserved Clapp Eben.d Parsons Northampton, Sam.l Crowe Moses Cook, Benoni Danes, Nath.l Austin, Ebenez.r Warriner, Zechariah Booth, Edward Walker Jun.r Sam.l Lay Benj.a Wright, John Root, Sam.l Loomis Sam.l Childs, John Graves, Nathan.l Graves, Simon Cooley

Ebenez.r Colton of Springfield being bound by way of Recognizance Taken before the Last Court of General Sessions of the Peace held at Springfield in Aug.t Last for the Good Behaviour Unto this Court In Now Order of this Court Discharged therefrom — Colton

Nath.l Kentfield and Elizabeth his wife Confessing before this Court that they had been Guilty of the Sin of fornication Together Before Marriage Ordered that they Pay a fine of thirty Shillings Each to his Majestie. And Costs — Kentfield

Ordered that the Treasurer of the County of Hampsh. Pay out of the s.d County Treasury to Edward Forster Constable of Suffield, Twelve Shillings being allowed him for his attendance at the Last Supre. Court at Spring field — Forster

Ordered that Ebenezer Pumry Esq.r do goe and Take a view of Swift River Bridge And Either Repair it or Build a new one, Which he shall Judge most Convenient for the Publick Good — Bridge

Ordered that the money Granted Last Aug.t Court to Pay Sundry Persons Sundry Sums for ware River Bridge be Paid to Capt. Baker and not to the Particular Persons And that the County Treasurer be Notified thereof — Baker

Meturman Kindall of Deerfield in the County of Hampsh. Yeoman Appearing In Court Confessed that he had Sold Strong Drink without Licence Contrary to Law. Ordered to Pay a fine of the Sum of Ten pounds, One third Part thereof to the Informer he being Informer One third Part thereof to Josiah Sheldin Commissioner of State for s.d County And One third Part thereof to the Use of the Poor of the Town of Deerfield afore.s.d — Kindall

Ordered that the Next Venire for the Grandjury be Cast for Springf. 2. Northampton 2. Hadley 2. Hatfield 1. Deerfield 1. Sunderland 1. Northfield None, Westfield 1. Suffield 2. Enfield 1. And Brookfield 1.

Ordered that there be a Rate Raised upon the Several Towns within the County of Hampsh. amounting to the Sum of One Hundred and Fifty Pounds Three Shillings for the Defraying the Charges arising within the Sd County And that the Clerk of this Court Issue out his warrant for the Assessing the Same on the Several Town in the Proportion following Viz.

County Rate

Springfield the Sum of	£ 31: 1: 1
Northampton	22: 1: 1
Hadley	13: 2: 3
Hatfield	10: 15: 4
Westfield	13: 4: 11
Suffield	18: 5: 8
Enfield	13: 4: 1
Deerfield	6: 18: 10
Brookfield	9: 3: 3
Sunderland	3: 15: 6
Northfield	4: 4: 8
Brimfield	4: 10: 4
	£150: 3: 4

And that the Same be Paid Into the Treasury of Sd County by the Last day of March Next

Ebenezr Pumry Esqr Sheriff Presenting to this Court his acct for the Care of the Prison &c Amounting in the whole to the Sum of Eighteen pounds was by this Court allowed And ordered that the Treasurer of Sd County Pay out of the Sd County Treasury to the Sd Ebenr Pumry the Sd Sum of Eighteen pounds in full of the Sd Acct.

Pumry

John Wotherton of Springfield Presenting to this Court an acct of Constables Dinner Amounting to the Sum of £ 2: 7: 2 was by this Court Allowed And ordered that the Treasurer of Sd County Pay the Same out of the Sd County Treasury to the Sd Wotherton in full of Sd Acct.

In Springfield March 12 1799